



**STATE OF MARYLAND  
DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)**

**REQUEST FOR PROPOSALS (RFP)  
TELECOMMUNICATIONS RELAY AND CAPTIONED  
TELEPHONE SERVICES**

**RFP NUMBER F50B9400020**

**ISSUE DATE: MARCH 8, 2019**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol> should register on eMM.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**STATE OF MARYLAND**

**NOTICE TO VENDORS**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

**Title: Telecommunications Relay and Captioned Telephone Services  
Solicitation No: F50B9400020**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time
- The subject of the solicitation is not something we ordinarily provide
- We are inexperienced in the work/commodities required
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- The scope of work is beyond our present capacity
- Doing business with the State is simply too complicated. (Explain in REMARKS section)
- We cannot be competitive. (Explain in REMARKS section)
- Time allotted for completion of the Proposal is insufficient
- Start-up time is insufficient
- Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
- Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- MBE or VSBE requirements (Explain in REMARKS section)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
- Payment schedule too slow
- Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND**  
**KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals</b>	Telecommunications Relay and Captioned Telephone Services
<b>Solicitation Number:</b>	F50B9400020
<b>RFP Issue Date:</b>	03-12-2019
<b>RFP Issuing Office:</b>	Department of Information Technology
<b>Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Dapheny McCray 100 Community Place Crownsville, MD 21032 dapheny.mccray1@maryland.gov 410-697-9671
<b>Proposals are to be sent to:</b>	dapheny.mccray1@maryland.gov
<b>Pre-proposal Conference:</b>	March 28, 2019 at 01:00 PM Local Time DoIT Telecommunications Access of Maryland 301 West Preston Street (Suite 1008A) Baltimore, MD 21201 See <b>Attachment A</b> for directions and instructions.
<b>Proposal Due (Closing) Date and Time:</b>	May 7, 2019 at 02:00PM Local Time  Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page ii</b> ).
<b>MBE Subcontracting Goal:</b>	1%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Contract Type:</b>	Indefinite Quantity Contract with Fixed Unit Prices
<b>Contract Duration:</b>	5 years
<b>Primary Place of Performance:</b>	Offeror shall propose location of designated Maryland Center in its response.
<b>SBR Designation:</b>	N/A
<b>Federal Funding:</b>	N/A
<b>Questions Due Date and Time</b>	April 18 at 1:00PM Local Time

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## 1 Minimum Qualifications

### 1.1 Offeror Minimum Qualifications

#### 1.1.1 Telecommunications Relay Service (TRS)

A. Evidence or Supporting Documentation

The Offeror shall provide, as part of its proposal, evidence or supporting documentation to prove that all and/or subcontractor's associated circuits utilized to process calls in any Relay Center owned or operated by the Offeror participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3 as defined at URL:

<https://www.fcc.gov/general/telecommunications-service-priority>.

B. Traditional TRS Provider Certified

The Offeror shall be one of the Traditional TRS providers certified by the FCC.

#### 1.1.2 Statewide Captioned Telephone Service (CTS)

A. The Offeror shall provide as part of its proposal:

1. A letter from CapTel Inc. (CTI) confirming a contract with CTI, Inc to provide captioned telephone service CapTel Inc. is a FCC Certified Provider of Captioned Telephone VCO as defined at

<http://www.fcc.gov/encyclopedia/trs-providers>

2. The terms of the agreement are as long as the projected term of the awarded Contract.

- B. The Offeror shall provide, as part of its proposal, an email from the TRS Interstate Fund administrator, Rolka Loube, Saltzer Associates, LLC, (RLSA) of Harrisburg, PA, stating that they are approved to receive reimbursement for interstate and 2-line captioned telephone calls.

- C. The Offeror shall provide, as part of its proposal, evidence or supporting documentation to prove that all and/or subcontractor's associated circuits utilized to process calls in any CTS Call Center owned or operated by the Offeror or its subcontractor participates in the TSP with a minimum priority level assignment of 3 (as defined at URL:

<https://www.dhs.gov/cisa/telecommunications-service-priority-tsp>

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The Maryland Department of Information Technology (DoIT or Department), Telecommunications Access of Maryland (TAM), in consultation with the Governor's Advisory Board for Telecommunications Relay, is seeking to obtain cost-effective, unrestricted, 24 hours a day, 365 days a year for the citizens that are hearing and speech disabled in Maryland, also referred to as the Maryland user community, the following services types:
- A. Telecommunications Relay Service (TRS)
  - B. Captioned Telephone Service (CTS)
  - C. Real Time Text (RTT)
  - D. Relay Conference Captioning (RCC)
- 2.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the Contractor (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not assure a Contractor that it will receive all State business under the Contract.
- 2.1.6 Contract Extended to Include Other Non-State Governments or Agencies
- Maryland State and local entities as defined in Finance and Procurement 13-110(a) (5)(i) and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or not-for-profit entities:
- A. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
  - B. Shall not constitute purchases by the State or State agencies under this Contract;
  - C. Shall not be binding or enforceable against the State; and
  - D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.7 All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under this Contract. The Contractor bears the risk of determining whether a government, agency or organization with which the Contractor is dealing is a State entity.

### 2.2 Background and Purpose

DoIT supports Maryland's Executive Branch agencies through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications. This task is accomplished by establishing a long-range target for technology architecture, encouraging cross agency collaboration, and advocating best practices for operations and project management. Because of DoIT's unique position, the agency is able to identify and promulgate opportunities for State agencies to become more efficient, reduce costs, maximize the State's investment in IT and telecommunication assets, and better serve the citizens of Maryland.

TAM, a state agency within DoIT, oversees all Maryland Relay services and programs, including Captioned Telephone service and the Maryland Accessible Telecommunications (MAT) program. Maryland Relay was established in 1991 to serve Marylanders who have difficulty using a standard telephone. This service provides a vast array of solutions to meet the diverse needs of our State, including:

1. Calling Options
2. Telecommunications Equipment
3. Community Outreach

For more information, visit the website at: <http://doit.maryland.gov/mdrelay/Pages/default.aspx>

### **2.2.1 TRS**

The Maryland Center processes an average of 49,674.68 minutes of service per month, including 37,173.80 billable minutes of service per month (this average was calculated based on data from June 2013 through May 2018, from the current Maryland Relay service). The cost of the Relay Service is funded by a surcharge applied by the local telephone companies to its individual customer bills for switched local exchange access service. The Governor's Advisory Board for Telecommunications Relay convenes on a regular basis to review the level of access and quality of service provided by the Telecommunications Relay Service, in addition to other items. The Board consists of 12 Maryland residents appointed by the Governor from the Deaf, hard-of-hearing, mobility impaired, speech-disabled, senior citizen, and deaf-blind communities, and government.

### **2.2.2 CTS**

Captioned Telephone (CapTel) technology is designed for those people with hearing loss who have understandable speech but need text-assisted conversations. The State of Maryland was the first to implement this service in the country and no historical data related to usage and call volumes was available on which to base forecasted usage. The response to the CapTel system and its technology by both the Deaf and hard of hearing users, and standard phone users has been extremely positive.

The DoIT awarded an initial five (5) year contract for the provision of CTS beginning on June 1, 2007 and has had constant contracted service since. The Maryland Center processes an average of 35,570.60 minutes of service per month; including 26,666.70 billable minutes of service per month, (this average was calculated based on data from June 2013 through May 2018). The State provides Captioned Telephone equipment through the Maryland Accessible Telecommunications (MAT) Equipment Program to qualified Maryland Citizens.

### **2.2.3 RTT**

On October 6, 2015, an order issued by the Consumer and Governmental Affairs Bureau, the Public Safety and Homeland Security Bureau, the Wireless Telecommunications Bureau, and the Wireline Competition Bureau (Bureaus) of the Federal Communications Commission (FCC or Commission), DA 15-1141, granted AT&T Services, Inc. (AT&T), a temporary, limited waiver of the Commission's requirements to support text telephony (TTY) technology on wireless networks to the extent that Internet Protocol (IP) technologies are used in pursuit of RTT solutions. In this order, the FCC cited ex parte comments noting that "RTT transmits text instantly, allowing each text character to appear on the receiving device at roughly the same time it is typed on the sending device." AT&T states that RTT "is designed to operate on IP-based networks, [and] will be superior to TTY in every way – transmission speed, latency, reliability, features, privacy, conversation form, and ease of use."

#### **2.2.4 RCC**

Relay Conference Captioning (RCC) allows the relay user to participate in meetings, video conferences, and multi-party teleconference calls. It is expected that RCC use high-quality captioners to provide real-time captions, which should be available for streaming to any internet connected computer, mobile device, or tablet.

### **2.3 State Staff and Roles**

In addition to the Procurement Officer and Contract Monitor, the State will provide a Project Manager and Outreach Supervisor.

#### **2.3.1 Other State Responsibilities**

The State will provide normal office working facilities reasonably necessary for Outreach Coordinators under this Contract.

### **2.4 Requirements**

#### **2.4.1 Compliance**

The Contractor shall comply with all laws, regulations, policies, standards and guidelines affecting telecommunication services for Deaf, hard-of-hearing, and speech-disabled individuals. It is the responsibility of the Contractor to adhere to this requirement and comply with all changes affecting project execution. These may include, but are not limited to, standards and regulations relating to Title IV of the ADA - Telecommunications services for Deaf, hard-of-hearing, and speech-disabled individuals codified at 47 U.S.C. § 225 (FCC Regulations), whichever has the stricter standards. All current standards and regulations and any future standards implemented by the FCC relating to TRS, adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. If there is a conflict in the stringency of a regulation between the FCC Rules and the minimum standards required by this RFP, the more stringent standard is to be followed. In the event of FCC mandated changes in the provision of Relay services, the terms of the Contract pertaining to change orders will apply. (See Section 2.2 of Attachment M)

#### **2.4.2 Approvals**

The Contractor shall be required to get all approvals from the State Project Manager for messaging, changes and outgoing announcements in writing.

#### **2.4.3 TRS**

##### **2.4.3.1 Functional/Business**

2.4.3.1.1 The Contractor shall provide functionally equivalent TRS including, by way of example but not limited to, the following features:

- 1) Cost to consumers,
- 2) Call blockages no different than experienced by voice-to-voice non-TRS callers,
- 3) Real-time communications in transmission and reception of text and speech, and
- 4) Use of advanced and efficient technology, as it becomes technically feasible.

2.4.3.1.2 The Contractor may provide Traditional TRS features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State Project Manager.

2.4.3.1.3 The Contract Monitor and Project Manager will conduct site visits of the Primary Relay Centers. The Contractor shall accommodate these site visits.

- A. The cost of these visits shall be borne by the Contractor.
- B. The site visits shall be held twice a year.
- C. Meetings with Senior TRS management team shall be held simultaneously.

2.4.3.1.4 Toll Free Number - The existing State owned, nationwide toll-free numbers, listed in Appendix 4 shall be used. All current toll-free numbers, and any additional toll free numbers provided under this contract, shall become the property of the State of Maryland.

2.4.3.1.5 Primary Relay Center –The State does not require an in-state Relay center. The Contractor shall select, with the express, written approval of the State PM, one of its TRS centers, to be the Primary Relay center with the goal and purpose of processing 100% of all Maryland Relay calls. Upon transition ‘cutover’ of the project, the selected primary center will immediately begin processing no less than 95% of all Maryland Relay.

2.4.3.1.6 The percentage of Maryland Relay calls not processed by the Primary Relay Center shall be reported on a monthly basis to the State PM.

2.4.3.1.7 In addition, the Maryland Relay calls not processed by the Primary Relay Center shall be processed per the conditions, processes, and service standards based on the terms and conditions of the Contract.

#### **2.4.3.2 Outreach and Advertising**

2.4.3.2.1 The Contractor shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training, and public relations activities. The Department shall work with the Contractor to ensure that activities are consistent with the program goals.

2.4.3.2.2 The outreach and training expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.

2.4.3.2.3 Outreach and advertising is to be limited to Maryland Relay products/services and is not to include any Offeror products/services unless specifically approved by the State PM.

#### **2.4.3.3 Technical**

2.4.3.3.1 Provision of Relay - The Contractor shall provide and ensure unrestricted, 24 hours a day, 7 days a week, 365 days a year (24x7x365) TRS that enables the State’s approximately 17% (as cited in the Report by the National Institute on Deafness and Other Communication Disorders) of the population who have communication disabilities to access the telephone system for the purpose of communication to and from all other persons in the State, the nation, and the world.

2.4.3.3.2 Compliance with RFP Specifications - The Contractor shall establish and operate the TRS in compliance with specifications outlined in this RFP. The establishment of this service shall include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay center.

2.4.3.3.3 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and Quality of Service (QoS) or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.

2.4.3.3.4 The Contractor shall obtain the State PM’s express, prior, written approval before implementing the upgrade or refresh.

2.4.3.3.5 For implementation of upgrades or refresh, the Contractor shall ensure that:

- A. The compatibility of the State’s systems, components, and applications are not diminished in functionality, quality of the information technology, quality of service, security, privacy, and reliability;
- B. The upgrade or refresh is backwards compatible to all systems, components and software version levels as well as those already being utilized by the State and end users that are the subject of this RFP; and
- C. It has provided all information and pricing for contract administration to the State Contract Manager and State Procurement Officer to allow for timely modification of the Contract prior to implementation, if the State believes that such modification is necessary and appropriate.

2.4.3.3.6 Toll Call Access and Rate- The Contractor shall provide (as defined in 47 CFR Part 64) for inter-LATA and intra-LATA toll call access to the Relay Center for calls that originate or terminate in Maryland at no greater than the rate for those same types of calls that can be made without Relay.

2.4.3.3.7 Contractor shall implement announcements for all of the various explanations of service for each call type provided to relay users. The State PM must approve all call announcements and explanations of service prior to implementation.

2.4.3.3.8 Traditional TRS Call Types Required - The Contractor shall ensure that the Relay Center has the capability to process the TRS Call Types in a manner that allows users of each TRS Call Type to initiate or receive a call using their preferred TRS Call Type mode.

2.4.3.3.9 All dedicated lines for specific TRS Call Types shall be answered first in that TRS Call Type, while having the ability to switch to any other call type when needed by the inbound caller.

2.4.3.3.10 All of the Traditional Relay call types shall be reimbursed on a session minute basis as contracted. Traditional TRS Call Types currently include all of the following services, which are described as:

- A. Text-to-Voice TTY-based TRS – A person with a hearing or speech disability uses a text telephone, called a TTY, to call the OPR at the Relay center. TTYs have a keyboard and allow people to type their telephone conversations. The text is read on a display screen and/or a paper printout. The OPR Relays the call back and forth between the parties by speaking what a text user types, and typing what a voice telephone user speaks.
- B. Voice Carry Over (VCO) – A type of TTY-based TRS that allows a person with a hearing disability, but who wants to use his or her own voice, to speak directly to the called party and receive responses in text from the OPR. No typing is required by either party.

- C. Hearing Carry Over (HCO) – A type of TTY-based TRS that allows a person with a speech disability, but who wants to use his/her own hearing, to listen to the other party and type his/her part of the conversation on a TTY. The OPR reads these words to the other party, and the caller hears responses directly from the other party.
- D. Speech-to-Speech (STS) Relay – This form of TRS enables persons with a speech disability to make telephone calls using their own voice (or an assistive communication device). An OPR, who is specially trained in understanding a variety of speech disorders, repeats what the caller says in a manner that makes the caller’s words clear and understandable to the called party. No special telephone is needed.
  - a) The Contractor shall provide Operators on the contract for STS that meet the following criteria:
    - i. As part of this provisioning, the Contractor shall test the hearing of Operators and their ability to understand people with a variety of speech disabilities.
    - ii. For hearing: Each STS Operator shall score 92% or higher in each ear using, at a minimum, a 50 word, W-22, or NU6 speech recognition test. Each STS Operator shall measure hearing acuity of 20dB or less in each ear using a pure tone test. The test shall be given before STS Operator may begin relaying calls.
    - iii. The Contractor shall obtain a written test result for every STS Operator from an audiologist that is a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A).
    - iv. All new Speech-to-Speech Operators shall be tested prior to beginning processing Speech-to-Speech calls for the life of the contract.
    - v. All requirements for processing calls, training, and outreach also apply to Speech-to-Speech support that is processed in a center other than the Maryland Primary Relay Center.
    - vi. The Contractor shall ensure that STS users are able to choose, on a call-by-call basis, or in their customer database record, whether or not the other party will be allowed to hear the speech disabled person’s voice.
- E. Visually Assisted Speech-to-Speech (VA STS) Relay- This form of TRS enables persons with a speech disability to make telephone calls using their own voice (or an assistive voice device). An OPR, who is specially trained in understanding a variety of speech disorders, repeats what the caller says in a manner that makes the caller’s words clear and understandable to the called party. In addition to the mechanisms used with STS, in VA STS, the OPR uses visual cues/methods to understand better the relay user. The VA STS user connects to the OPR via phone line (as per STS) as well as through a video mechanism (e.g. Skye, Google Hangout, etc). The OPR must be able to see the relay user, but the relay user does not need to be able to see the OPR.
- F. Shared Non-English Language Relay Service – The FCC requires interstate TRS providers to offer Spanish-to-Spanish traditional TRS. The Contractor shall provide Spanish-to-Spanish Relay as well as Spanish/English translation Relay.
- G. 2-Line HCO – The capability to allow a speech-disabled customer to type to the Relay Operator while having a direct connection to the standard phone user to listen to the conversation thus allowing for interruption from either party.

- H. 2-Line VCO – The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay Operator.
- I. Voice-to-Text – A person using voice on a standard phone will call an OPR at the Relay center. The OPR relays the call to a person with a hearing or speech disability using TTY. The OPR types the conversation to the TTY user and voices to the standard phone user. The OPR relays the call back and forth between the parties by speaking what a text user types, and typing what a voice telephone user speaks.

2.4.3.3.11 Non-Traditional TRS Call Types are not covered by this RFP unless there is a contract modification. Non-Traditional TRS Call Types would only be considered to ensure that the State receives a cost effective and efficient means to carry out its business model(s) while maintaining the quality of service and types of products that are the subject of the RFP.

2.4.3.3.12 All requirements for processing calls, training, and outreach in the Maryland Primary Relay Center also apply to Spanish Translation support that is processed in a center other than the Maryland Primary Relay Center.

2.4.3.3.13 Operator Services - The Contractor shall provide access on a functionally equivalent level of Operator services to those provided to Standard Phone users.

#### **2.4.3.4 Contractor User Preference Database**

2.4.3.4.1 The Contractor shall have the ability to accept all User Preference Database information from the previous provider as required in 47 C.F.R. § 64.604 - Mandatory minimum standards. Further, the information shall be transferred in an ASCII delimited format or other format as approved by the State PM.

2.4.3.4.2 The Contractor shall include all information from the previous provider's database. Additionally, the Contractor's database shall also include the following Maryland specific information into its User Preference Database:

- 1) Would you like to receive the Maryland Relay Newsletter?
- 2) Would you like to provide feedback about Maryland Relay once a year?
- 3) Please indicate the best way to contact you. Address, e-mail, or phone, etc.

2.4.3.4.3 The Contractor shall agree that the data and record format of the User Preference Database is the property of the State.

2.4.3.4.4 The Contractor shall provide a mechanism to enable any Relay user, at the user's discretion, to enter a Personal Identification Number (PIN) that will access their personal preference information from any phone.

2.4.3.4.5 The Contractor shall provide the capability to allow the Relay user to change the PIN by phone. Additionally, Contractor may also provide other methods for changing PIN.

#### **2.4.3.5 System and Process**

2.4.3.5.1 Call Type Registration - The Contractor shall have a call recognition method to accurately determine and record the call type of all inbound calls for proper call set-up and for accurate call type reporting.

2.4.3.5.2 Call Connection Mode - The Contractor shall have a call connection mode-recognition method to accurately determine and record the call connection mode of all inbound calls for proper call set-up and for accurate call connection mode reporting.

- 2.4.3.5.3 Performance Standards - The Contractor's transmission circuits for Standard Telecommunication Relay shall meet or exceed FCC and Inter-exchange Carrier performance standards as stated in 47 CFR §64, subparts F, all other FCC requirements for common carriers, the American National Standards Institute (ANSI) Standards, and all applicable industry standards.
- 2.4.3.5.4 Relay users shall not be required to perform any additional steps or interaction to invoke optional services already paid for on the phone line being used to dial into the Relay Center.
- 2.4.3.5.5 Any Local Exchange Carrier (LEC) Service(s) offered shall be functionally equivalent and may not be simulated to mimic the local phone company's optional service.
- 2.4.3.5.6 Startup Equipment and Software -The Contractor's transmission circuits shall meet or exceed FCC Inter-exchange performance standards as stated in 47 CFR §64.1600 for circuit loss and noise. Telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes, and be backwards compatible to TTY devices in service and shall also receive, access, and communicate with computers at any speed available.
- 2.4.3.5.7 Outbound Volume Control - The Contractor's system shall have the ability to increase the volume on the outbound leg of the call for both the Operator's microphone when the Operator is voicing, and the outbound line when the Relay user is voicing, as in an HCO call. This control shall be independent of the Operator's headset receiver control
- 2.4.3.5.8 Auto-switchable Modems - The Contractor shall have modems that are auto-answer and auto switchable at all available speeds.
- 2.4.3.5.9 Technology - The Contractor shall provide functionally equivalent technology and support equivalency to all Standard Phone services. These services include Automatic Number Identification (ANI), and other service enhancements, which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network and sent out to inter-exchange carrier (IXC) networks.
- 2.4.3.5.10 Recorded Announcements for System Failures – Recorded messages are not permissible unless there is system failure. The Contractor shall provide approved recorded announcements as appropriate if a system failure/service interruption occurs within the Relay switch or on outbound circuits Recorded.
- 2.4.3.5.11 Announcements for System Failures – The Contractor shall add, at the direction of the State PM, approved temporary messages to inform users of delays in obtaining service due to events such as, inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to Maryland Relay users.
- 2.4.3.5.12 Recorded Announcements for System Failures – All messages shall be provided in both voice and text and must be approved by the State PM.
- 2.4.3.5.13 Regionally Directed Toll Free Numbers - The Contractor shall ensure that Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the Relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the Relay Center ANI is transmitted, the call will be routed to the state where the Relay Center is located which, in the case of Maryland Relay peak period or total failure, may not be the state where the Relay user is located.
- 2.4.3.5.14 Regionally Restricted Toll Free Numbers - The Contractor shall ensure that regionally restricted toll free numbers will be accessible through its system. Example: If a Maryland Relay user is within Maryland and calls an 800 number that is restricted to intra-state calls, and the call is routed to a remote center, the Contractor shall have the capability of accessing the restricted toll free call regardless of the location where the outbound call is initiated.

2.4.3.5.15 Service Reliability - The Contractor shall comply with requirements from Maryland to ensure reliability. These requirements include:

- A. Switching System – Contractor shall have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system offline.
- B. Redundant Relay Center – In the event of a complete system shutdown at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
- C. Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State’s Relay calls.
- D. Disaster Recovery Plan (DRP) and Escalation – Within ten (10) business days of the contract’s Kick-off Meeting, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365 emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
- E. In addition, no later than on an annual basis, the DRP shall be periodically reviewed and updated to remain consistent with the DoIT current DRP.
- F. Maryland Emergency Management Agency (MEMA) Badges – For the Contractor to have unrestricted movement during a declared disaster for the performance of his/her duties at a Maryland Relay Center, the Contractor shall obtain badges from MEMA or equivalent, and every entity (state or otherwise) where Maryland Relay Calls are processed. Where such permission and/or badging is denied, the Contractor shall document its efforts to establish these emergency permissions.
- G. Notification of Disasters to the State – The State PM and CM shall be notified of any event, within fifteen (15) minutes, which impedes to any degree the access to the Maryland Relay or processing of Maryland Relay calls.
- H. Written report of incident or event relating to a disaster- A written report shall explain how and when each event occurred, what was required to correct it and the time and date when the Maryland Relay resumed full operation. The report shall be given to the State PM within two (2) calendar days of resumption of operation.

2.4.3.5.16 Automatic Spell Check and Auto-Correction - The spell check system used shall include, but not be limited to, the ability to adapt to new vocabulary (i.e. adding new words to vocabulary list, adding TTY abbreviations, etc.).

- A. The Contractor’s system shall have automatic spell check. A list of words in the system’s spell check dictionary shall be provided to the State PM at the time of award and quarterly thereafter for the life of the contract.
- B. Automatic Change of TTY Abbreviations Upon Request - The Contractor’s system shall have the ability to change any TTY abbreviations used by Operators or the Contractor’s system to full words upon request of the customer. Example: Late Deafened VCO user is not comfortable with TTY abbreviations and prefers full words.

2.4.3.5.17 Macros - The Contractor shall submit to the State PM, a complete, detailed list of all macros used or planned by the Contractor’s operations platform. This list is to be submitted to the State PM every three months beginning on the award date of the contract.

2.4.3.5.18 If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.

2.4.3.5.19 Access to Directory Assistance - The Contractor shall provide callers with access to local and long distance directory assistance at a cost rate no greater than the cost rate charged to standard telephone users.

2.4.3.5.20 Use of ANI - Automatic Number Identification technology shall be utilized so that no caller is required to provide the originating calling number, except in instances where ANI information is not available from the local phone companies. If the Operator does not receive the ANI, the Operator will explain to the inbound party the reason for asking for the phone number.

2.4.3.5.21 1-900 or Any Pay per Calls - The Contractor shall provide access to 900 numbers, and any other pay per call numbers.

2.4.3.5.22 Any additional inbound lines needed to access pay per call numbers are the responsibility of the Contractor and are not a recoverable expense.

2.4.3.5.23 Any such lines shall be toll free to ensure that TRS customers are not assessed an additional fee over and above the regular pay-for-call fee for accessing this service.

2.4.3.5.24 Handling of 7-1-1 Calls - Calls to 7-1-1 are to be answered first in voice mode with additional access for all TRS access modes.

2.4.3.5.25 No Branding of Inbound Phone Lines - There is to be no pre-determined answer sequence based on ANI, whether permanent or temporary, placed on the inbound line unless specifically requested by the user via a User Preference Data Base.

2.4.3.5.26 User Preference Database information shall be available to the Operator at the time of connection with the inbound caller. The user's profiled connect mode will be automatically initiated regardless of the inbound DNIS dialed.

#### **2.4.3.6 Maryland Relay Center Access**

2.4.3.6.1 Access to Maryland Relay Center - The Contractor shall provide that the State PM and/or Department designee(s) on a 24/7/365(6) basis will be given unlimited, unimpeded, physical access to all parts of the Relay Center. This will include providing for all badging, security/access codes, etc.

2.4.3.6.2 Access to Business Office by Telephone – The Contractor shall provide and publish the phone number for the Maryland Relay Center on websites and outreach materials. When the phone is answered in the Relay Center business offices, the phone shall be answered, “Maryland Relay Business Office,” or as otherwise directed by the State PM.

2.4.3.6.3 Written Communication - Letterhead used for Maryland Relay business, such as customer contact, shall be that of Maryland Relay, not the Contractor's business letterhead.

2.4.3.6.4 The Contractor's name or logo may appear, in a smaller font, as the provider of Maryland Relay, subject to prior written approval of the State PM, to indicate clearly correspondence from Maryland Relay.

#### **2.4.3.7 Facility Design and Access**

2.4.3.7.1 Workspace Accommodations for Call Privacy and Confidentiality for any center that processes Maryland Relay Calls - The Contractor shall ensure that the content of a TRS call cannot be overheard by any person participating in another TRS call. Work cubicle walls must prevent Operators from standing and leaning over or talking over walls (minimum of 5.5 ft.) and Operators must use noise-canceling headsets

2.4.3.7.2 Access to Communication - All Maryland Relay Center(s) employees shall have full access to communication (such as Sign-language interpreters) while working in/for the Maryland Relay.

2.4.3.7.3 All access to information on the Center floor and all aspects of dealing with Center personnel and Relay customers in the Relay Center shall be unimpeded.

2.4.3.7.4 Center staff members, who have impeded access without special accommodations, shall have the necessary accommodation while working in support of the Maryland Relay Center.

2.4.3.7.5 Conference Room – The Primary Relay Center shall have a conference room that may be scheduled for use by the various user communities at no charge as a public service, as a central point for scheduled Relay Center Tours, or for other uses as required by the TAM office.

2.4.3.7.6 Conference Room – The conference room shall have seating and tables for the maximum capacity as contained in the Contractor’s proposed solution, an Assistive Listening system, and high-speed Internet access capable of processing video transmission at a rate capable of transmitting sign language.

2.4.3.7.7 Viewing window(s) to see Relay Operations – Viewing windows shall be available for scheduled tours and meetings, etc. Contractor shall ensure information on Operator stations cannot be observed by viewers.

2.4.3.7.8 In addition, the Supervisors and management shall have visual access of ongoing operations at all times in order to better facilitate for these services.

#### **2.4.3.8 Staffing**

2.4.3.8.1 Minimum Staff Positions in the Maryland Primary Relay Center for the Center’s Staff and Management Corporate Assignments - The Contractor shall ensure that the positions listed in Sections 2.4.3.8.5 and 2.4.3.8.10 are solely dedicated to Maryland Relay no matter where located.

2.4.3.8.2 If the Primary Relay Center is not located in the State of Maryland, the Center Manager’s work time need not be fully dedicated to this contract; however, this position must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

2.4.3.8.3 If the Contractor requires staff or management to be temporarily dedicated to other tasks (such as conducting training for other centers, or engaged in corporate business), all time not devoted directly to Maryland Relay shall be approved in advance by the State PM, documented and reported to the State PM, and submitted with the Contractor’s monthly reports. Maryland specific trainers are required regardless of the location of the primary center to ensure that the requirements of the state are met.

2.4.3.8.4 All meetings noted as ‘monthly meetings’ or ‘every two week meetings’ for staff positions in the following descriptions may be by video/phone at discretion of the State PM.

2.4.3.8.5 As the primary focus of this RFP is to ensure that the needs of the Maryland user community are met, regardless of the Contractor’s primary center location, the Contractor’s personnel such as Operators and the Dedicated Outreach Staff Person shall communicate with the center management to plan events and outreach opportunities that will address the Maryland user community’s Relay issues.

The following are positions that the State requires as the Contractor’s Staff positions and responsibilities, at minimum, that are to be utilized on the contract:

A. Dedicated Outreach Staff Person (Maryland)

- 1) Ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to TTY, hard of hearing, and senior citizen users.

- 2) Will work closely with, and under the direction of, the State PM or designee to ensure accurate flow of information between the Maryland Relay and the user communities.
- 3) Will be cross-trained in CTS, RTT, RCC and MAT.
- 4) Shall provide work in coordination with the State TAM PR Officer for Maryland Relay to include but not be limited to support of outreach and advertising.
- 5) The Contractor shall ensure that this position has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for a goal of at least one-hundred fifty (150) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.
- 6) Will be required to attend weekly meetings at the TAM office with the PR Officer and must attend outreach events and conduct Maryland Relay presentations, which may require work outside of the State's normal business hours.
- 7) The Contractor's rate shall be inclusive of this position and shall include all expenses relating to the position. Additional expenses beyond those included in the original rate under this contract are not reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.
- 8) Shall be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. See also the Contractor's requirements for adhering to Security measures in Section 3.4.4.

**B. Center Manager (Primary Center)**

- 1) This position, which has full oversight and responsibility for center operations and staff, shall have the responsibility of working with the State PM and acting as a point of contact (POC) between the State PM and the Contractor for Primary Center specific issues as well as any center processing Maryland calls.
- 2) Shall attend meetings no less than every two weeks at the TAM office, conference call or other site as designated by the PM.

**C. Trainer (Primary Center)**

- 1) The Contractor shall provide at least one full time trainer who has first-hand knowledge of the deaf, hard of hearing, and senior citizen communities with the ability to sign (ASL) fluently.
- 2) Provide technical and cultural training to Operators and staff on the systematic processing of all call types, standards of use of the TTY in the deaf community, and flow of communication between typed and spoken word.
- 3) Shall attend no less than monthly meetings at the TAM office conference call, or other site as designated by the PM.

- 4) Shall attend meetings no less than every two weeks at the TAM office, conference call or other site as designated by the PM.

D. Translator/Interpreter Coordinator (Primary Center or remote)

- 1) The role of the Translator/Interpreter Coordinator, who is fluent in ASL, ASL gloss, and written English, is to oversee the translator/interpreter(s).
- 2) Shall attend no less than monthly meetings at the TAM office, conference call, or other site as designated by the PM.
- 3) The duties for this position will include but not be limited to:
  - a) Monitor interpreter/translator(s);
  - b) Develop and implement ongoing training and testing on a quarterly basis;
  - c) Provide Reports as needed by the State and copies of all tests, and submit to the State CM;
  - d) Develop and provide training for Operator/Translator/interpreter teaming in coordination with the Relay Operator's trainer;
  - e) Contractor shall provide reports to the State related to the number of requests for ASL translation and the training provided to translators/staff/Operators; and
  - f) The type, timing, and contents of the reports shall be discussed at the Kick-off meeting. In addition, Attachment 'I-Samples of Reports' holds some information and examples on the type of reports.

2.4.3.8.6 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff outside the Maryland Relay Center, shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance with the deliverables in the Transition Milestone provided by the Contractor.

2.4.3.8.7 Recruitment of Persons with Disabilities - The Contractor shall actively recruit persons with disabilities, including individuals who are deaf, hard-of-hearing, speech disabled, Deafblind, or blind. Preference will be given to employing individuals with ASL fluency, Relay Service experience, and experience working within the deaf, hard of hearing and/or speech disabled community.

2.4.3.8.8 Translation/Interpretation – In addition to the Translator/Interpreter Coordinator position, the Contractor shall provide, at a minimum, one full-time position for 24/7/365(6) that is fluent in ASL interpretation translation on duty at all times to assist Operators who are not certified to perform as an ASL translator/interpreter. ASL 'Translator/interpretation' is the default procedure for all ASL calls inbound or outbound using the Maryland Relay. Translator/interpreters may be in person, or accessed remotely as long as they meet the 24/7/365(6) availability requirement. If remote, plan for Operator access to them must be included with proposal. All translator/interpreters must be located in Maryland. Contractor must provide requirements used to certify translator/interpreters as such requirements and any changes made to the requirements throughout the life of the contract must be approved by the PM.

2.4.3.8.9 All calls to Maryland Relay that are recognized as ASL calls by an Operator trained to recognize ASL calls, shall be translated/interpreted by a trained Maryland Relay Certified translator/interpreter or Operator.

2.4.3.8.10 Additional Personnel/Contacts not located within the Relay Center – The Contractor shall also provide the following staff:

- A. Account Liaison/Manager
  - 1) At least one liaison to represent the Contractor's company who has full power and authority to ensure compliance of all departments and areas within the Contractor's company.
  - 2) This person shall be senior management level and not located within the Relay Center.
  - 3) Shall be available to the State at any time by phone or in person.
  - 4) Shall have authority to resolve issues based on service level agreement.
- B. Senior Management Representative for each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland Relay –
  - 1) Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although this representative shall be prepared to support the contract at any location in Maryland.
  - 2) This staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

#### **2.4.3.9 Billing Standards and Access**

- 2.4.3.9.1 Toll- and Toll-Free Calls: If a call is free on a direct call, it must be free on a Relay call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a Relay call.
- 2.4.3.9.2 Inbound International Calls - The Contractor shall provide international access to calls into Maryland Relay when the inbound caller is outside the United States.
- 2.4.3.9.3 Landline Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland Relay to points within the expanded local calling area without incurring any charge for the call.
- 2.4.3.9.4 Cellular Flat Rate Calling Plans - The Contractor shall ensure that flat rate plans purchased by cellular users accessing Maryland Relay, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating that they are on a cell phone.
- 2.4.3.9.5 Wireless Text Messaging Flat Rate Plans - The Contractor shall ensure that flat rate plans purchased by wireless users enable them to access Maryland Relay without incurring any additional charge. This will include, but not be limited to, access to Maryland Relay via wireless devices able to initiate and receive text messaging.
- 2.4.3.9.6 System Billing Process – The Contractor shall provide call detail record generation. The call detail records will be automated and available for audit and monitoring by the Department or its designee.
- 2.4.3.9.7 General Assist Minutes – The Contractor shall define in detail what is included in the definition of General Assist Minutes.

2.4.3.9.8 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a Relay Center call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.

2.4.3.9.9 Caller-provided Information - The Contractor may require that a caller provide NPA/NXX type information to identify the caller's local calling area, if that information is not delivered to the Contractor's network to distinguish local calls from toll calls and allow for faster call set-up.

#### **2.4.3.10 Access to CTS and RTT via 7-1-1.**

2.4.3.10.1 Persons using standard telephones shall be able to contact Maryland CTS and RTT customers by dialing 7-1-1. Upon being told (directly or via a user profile) that the customer is calling a Captioned Telephone or RTT user, the call is immediately to be transferred to the Maryland CTS or Maryland RTT and the call will be released from the TRS platform.

2.4.3.10.2 Calls to the Maryland CTS and Maryland RTT shall be documented on separate line items on the TRS YTD Summary reports as well as a daily detail report.

2.4.3.10.3 Three digit dialing – All Maryland three digit numbers must be accessible via Maryland Relay (Examples are 211, 311, 411, 511, 611, 711, 811, and 911).

2.4.3.10.4 Billing Record -The billing account record shall contain, but not be limited to, the following information:

- a) Telephone number or credit/calling card number to be billed (NPA-prefix-line number).
- b) Originating telephone number (NPA-prefix-line number).
- c) Terminating telephone number (NPA-prefix-line number).
- d) Date of call.
- e) Start time: Defined here as the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number.
- f) End time: Defined here as the time when either the called party or the calling party hangs up; whichever occurs first.
- g) The Contractor shall bill in six (6) second increments when measuring call length. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

#### **2.4.3.11 Complaint Resolution and Customer Satisfaction**

2.4.3.11.1 The Contractor shall establish and maintain a Customer Service Resolution Center at the Maryland Primary Relay Center location. All Primary Center Customer Service contact must be directed to this Customer Service Center.

2.4.3.11.2 The Contractor shall maintain a 24-hour toll-free Customer Service number for the convenience of all callers.

2.4.3.11.3 This Customer service number shall be staffed in the Maryland Primary Relay Center 24/7/365(6) to provide the highest quality customer service to Maryland Relay Users.

2.4.3.11.4 At least one (1) person shall function at all times (24/7/365(6)) as a Customer Service representative. While performing this Customer Service function, this individual must perform Customer Service functions (and/or related to) only.

2.4.3.11.5 In addition, the Customer Service representative must have completed training specific to Maryland Relay.

2.4.3.11.6 Non Maryland Complaints will be directed to the appropriate Relay Center/Provider.

2.4.3.11.7 The Contractor's Customer Service Team shall meet with the State PM on a monthly basis to discuss Maryland specific customer complaint issues. Training/retraining issues will be determined during these meetings.

2.4.3.11.8 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor's service or personnel as they relate to call processing.

2.4.3.11.9 The Complaint Resolution Plan is a deliverable and shall be approved for the project by the State PM via Deliverables Acceptance Process in Section 2.5.2. Any changes made after the State's initial acceptance must have prior express, written approval from the State PM before initiation.

2.4.3.11.10 The following processes are also to be included in the Complaint Resolution Plan:

- A. If a call is processed in a remote center and either party on the call requests Customer Service or a Supervisor, the call is to be transferred and processed by the primary Maryland Customer Service Center.
- B. Inbound Party Complaint: The Contractor shall ensure that any Relay customer will be able to reach a Supervisor or the Relay Center Customer Service within a maximum time limit of one (1) minute while still on line during a Relay call.
- C. Outbound Party Complaint: If the outbound caller states that they wish to speak to a Supervisor, or, in any way indicates that they wish to register a comment or complaint, the Contractor's system and Customer Service procedures shall provide that the outbound caller is connected with the Supervisor without delay and without time limit. The Relay Supervisor must log this comment or complaint.
- D. Customer Information Regarding Complaint Procedure – The Contractor's Customer Service procedures shall be included in all Contractor outreach material.
- E. Complaint Reporting - Complaints are to include customer contact information if given, Operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Relay Center Manager, a copy kept on file at the Relay Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- F. Multiple Complaints During One Contact – If a Relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.

- G. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will have the original complaint and all follow up information included and forwarded to the State PM as the Contractor's follow-up steps occur.
- H. Customer Contact Information - Customers shall be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

#### **2.4.3.12 Quality Assurance**

2.4.3.12.1 Relay Service Quality Assurance Testing and Evaluation - The Contractor and the State PM will continuously evaluate the quality of Relay service with the objective of maintaining the service standards established in the RFP and/or by Federal and other State mandate.

2.4.3.12.2 The State or the State's independent evaluator may perform quarterly formal evaluations, which at a minimum will evaluate five-hundred (500) actual Relay scripted test calls. The results of these surveys will be used to evaluate the Contractor's performance. Results that do not meet the requirements of each area given below, at the minimum value for that area, may be the basis for the State to assess liquidated damages.

2.4.3.12.3 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.

2.4.3.12.4 The Contractor's performance will be assessed in the following areas. The values noted in each area are the minimum values that are acceptable. The State reserves the right to assess liquidated damages if the State, in its sole and exclusive judgment, determines that the Contractor fails to meet the minimum values because of testing for any given period, and for any given area.

- A. Spelling Accuracy – An average of 90% of all QA tested calls shall have a spelling accuracy of 95% or better.
- B. Verbatim – An average of 95% of QA tested calls shall be relayed verbatim. A sample testing will occur measuring the percentage of calls relayed verbatim.
- C. Typing Speed - All QA tested calls shall be relayed at a minimum speed of 60 WPM, which will include spelling accuracy as measured.
- D. Keeping user informed of call progress - Measure is at least 85% of the total number of users are kept informed of a call's progress (example – you have reached an answering machine, put on hold, person talking to others not on call, etc... Things a hearing person would know by listening on the call)

2.4.3.12.5 Quality Assurance Plan - The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results. The State PM will share the standards used in the independent quality assurance testing with the Contractor to ensure consistency of testing. The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the Relay Center to improve the quality of service provided by Maryland Relay.

2.4.3.12.6 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.

2.4.3.12.7 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to their release, and have complete access to all results in summary and detail format.

### **2.4.3.13 Customer Confidentiality**

2.4.3.13.1 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy regarding call content privacy. A copy of the confidentiality policy shall be provided to users upon request.

2.4.3.13.2 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An Operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed.

2.4.3.13.3 All violations shall be reported to the State PM monthly.

2.4.3.13.4 Collection of Confidential Information - The Contractor shall be restricted to collecting only the personal information necessary to provide the Relay service being rendered, i.e. customer database information given on a voluntary basis. This information shall not be used or shared outside those associated with the State contract for any other purpose.

2.4.3.13.5 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency to exist by threatening the Operator or Relay Center, names and specific information may be disclosed by the Operator to a Supervisor to address expeditiously the situation.

### **2.4.3.14 Operator Standards**

The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within thirty (30) calendar days of the Kick-off meeting unless another timeframe is noted.

2.4.3.14.1 Operator Recruitment - The Contractor shall have employee recruitment and selection procedures, demonstrating that persons already on staff, or to be selected and employed as Operators, meet all proficiency requirements as specified in this RFP. Operators shall be able to type expeditiously and accurately a TTY Relay message. This will include, but not be limited to the following:

- A. English Grammar - Basic skills in English grammar are required to be assessed quarterly by a written test(s) measuring grammar at a first year college level. Results are to be submitted to the State PM as Operators are hired. The Contractor shall document its proposed Testing Plan for English Grammar to the State PM for prior express, written approval.
- B. Understandable Voice - Operators shall be able to speak in a clear, concise, and understandable manner. Traditional TRS Operators shall be fluent English speakers to facilitate Operator understanding of STS users and understanding of hard-of-hearing users.

- C. Typing Speed and Accuracy - The Contractor shall require all Operators, including trainees during any probation period, to possess a minimum typing speed of sixty words per minute, with a maximum error rate of no greater than five percent (5%) before being allowed to process a Maryland Relay call. The formula to calculate words per minute is:
  - 1) Five (5) keystrokes (four alphanumeric characters plus one space) per “word,” requiring three hundred (300) keystrokes per minute, to achieve sixty words per minute with a maximum error rate of no greater than five percent (5%).
  - 2) (Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters “attached” to that macro. Similarly, a macro executed with two key strokes shall count for two keystrokes regardless of the number of alphanumeric characters “attached” to that macro.)
- D. Spelling Skill Level - The Contractor shall require that all Operators possess spelling skills at a level equivalent to those used in the first year of college.
- E. The Contractor shall document its proposed Testing Plan for Spelling Skill Level to the State PM for prior express, written approval.

2.4.3.14.2 Translation/Interpretation – ASL and Translator/Interpreter Guidelines

- A. The Contractor shall submit a final version of Translation/Interpretation (ASL) American Sign Language and Translator/Interpreter Guidelines document within thirty (30) calendar days after the Kick-off Meeting. For purposes of this RFP and contract, (ASL) ‘American Sign Language’ and ‘Translator/Interpreter Guidelines’ means and must include:
  - 1) That the full and complete context meaning and grammar are translated into the target language; and
  - 2) ASL gloss should never be voiced word-for-word without meaning and translation.
- B. Verbatim ASL Call - The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. As stated below, only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user.
- C. The Operator/Supervisor shall have the ability to recognize the necessity of utilizing an ASL translator/interpreter. ASL is a visual language and does not have a written form nor is the visual language to be voiced in the word order used when voicing. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced in that form. Only a person fluent in both languages is to attempt to voice ASL gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss.
- D. Who Can Translate/Interpret - Only Operators/Supervisors who have been tested and certified for Maryland Relay Certification by a method that has prior express, written approval from the State PM may do ASL translation/interpretation in any form. All other Operators are to call upon an ASL translator/interpreter for assistance.
- E. Maryland Relay Certified: The Contractor shall have testing procedures used to measure the level of the Operator’s ability to interpret/translate ASL, the frequency with which this level is tested, and the acceptable scoring range in order to be certified.
  - 1) The Contractor shall submit a copy of the test to be utilized at the Kick-off Meeting to the State PM.

- 2) The Translator/Interpreter Test shall be developed in coordination with interpreting professionals within thirty (30) calendar days of the Kick-off meeting and have prior express, written approval from the State PM before implementing. Any changes in the testing during the contract period shall be submitted to the State PM.

**F. Test Areas for Maryland Relay Certification-**

- 1) The translator/interpreter test shall cover spelling, grammar, typing, dictation, characteristics of ASL (as they may be reflected in the written language of TTY users to the extent that the Operator is aware of the need for the ASL translator/interpreter), Deaf culture, ethics, confidentiality, and professional judgment.
- 2) Minimum Translator/Interpreter Test Requirements - Test questions will not be available to an Operator before testing and shall be changed at least annually. Testing the Translator/Interpreter is required at initial certification only.
- 3) As noted in Section 2.3.1.14.2.D, only those Operators with Maryland Relay Certification may translate ASL calls.

2.4.3.14.3 Identification of Operator Trainees - Trainees shall be identified to both the voice and TTY customers of a Telecommunications Relay call at the onset of each conversation, mitigating potential for criticism of Operator quality or speed.

2.4.3.14.4 Operator Monitoring - The Contractor shall ensure that the Supervisor has the capability for remote, silent monitoring of both the Standard Phone and TTY leg of a call being processed by any Operator. Observing or listening to actual calls is prohibited except for training or monitoring purposes or other purposes specifically authorized by the FCC, the PSC, the Department, or by this RFP.

2.4.3.14.5 The State PM is to receive monthly reports by the 15th of the month following the month of activity, identifying the issues found during monitoring and the necessary, appropriate, corrective action taken.

2.4.3.14.6 Appropriate Voice Tone and Tempo by Operator - The Operator shall use a conversational voice tone and tempo of voice appropriate to the type of call being made when speaking for the TTY user.

2.4.3.14.7 Voice 'Inflection' by Operator - The Operator shall utilize the voice inflexion cue typed by the TTY user instead of voicing the actual cue word. Example: The word "smile" should not be voiced; the voice tone should indicate a "smile in the voice."

2.4.3.14.8 Change of Voice User During a Call - Operators shall indicate to the Relay user(s) if another speaking person comes on the line.

2.4.3.14.9 Keep the User Informed - Operators shall keep the TTY user fully aware of the non-TTY user's tone of voice and inflection. For example, the Operator can type in parentheses that a person is (being rude), (yelling), (laughing), (crying), or other characteristics of behavior. Background noise that the Operator hears will be Relayed. The Operator shall use terms to identify voice characteristics by typing statements like, (sounds angry), (sounds rude), (sounds impatient), etc.

2.4.3.14.10 Call Status - Operators shall keep the user informed of the status of the call, i.e. (dialing), (ringing), (busy), (disconnected), or (on hold) (transferring to billing department). Operator shall maintain contact with the caller during a hold period, for receiving instructions from the caller such as hang up and dial again, or hang up and call another number at the Relay user's direction.

2.4.3.14.11 Users Control - The Operator shall allow the Relay user to have the option of telling the Operator what aspects of the call(s) they will handle. For example, the TTY user may request to introduce Relay Services to the called party rather than have the Operator do it.

2.4.3.14.12 Explanation of Relay to a User -

- A. Standardized Explanation - The Contractor shall have standard explanations of the various types of Relay calls that will be used by all Operators, as needed. (If the standard phone user indicates - in any way - that they do not understand Relay, the Operator will explain. Otherwise, no explanation is needed.)
- B. When the Operator needs to explain the Relay to a Standard Phone user, the Operator shall type (explaining Relay) for the benefit of the Relay user. Conversely, when the Operator needs to explain Relay to a Relay user, the Operator will inform the Standard Phone user that an explanation is taking place.

2.4.3.14.13 Redials on Busy Signal - Operators, if requested by the caller, shall permit unlimited re-dials. The caller will not be required to give calling information each time. This is to include, but not be limited to, local calls, phone debit card calls, and long distance calls.

2.4.3.14.14 Comments to the Operator - All comments directed to either party by the Operator shall be relayed. These comments shall be typed in parentheses, for example, (Will you accept a collect call?)

2.4.3.14.15 Comments to the Operator - All comments directed to the Operator by either party shall also be Relayed, for example, (Yes, I will accept the collect call.)

2.4.3.14.16 Operator Conversations with Users - The Operator shall not have side conversations with the Standard Phone or TTY users that are not available to both parties.

2.4.3.14.17 Operator Participation in Calls - The Operator shall never become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user or Standard Phone user.

2.4.3.14.18 Use of Third Person - If either party uses the third person form of speech, the Operator shall relay the statement in the third person. The Operator shall instruct the party no more than 2 times to use first person after that, the Operator is to type the third person wording.

### **2.4.3.15 Operator Training**

2.4.3.15.1 The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within fifteen (15) calendar days of the Kick-off meeting, unless another timeframe is noted.

2.4.3.15.2 All training reports that require a monthly submission are due by the 15<sup>th</sup> of the month, following the month of activity.

2.4.3.15.3 Staff Training Plan - The Contractor shall submit a staff-training plan indicating training topics and time frames, a copy of training materials used, and a list of individuals and/or organizations assisting with the training, along with a separate, updated list of staff that have completed the training. The Training Plan updates are required to be provided to State PM as changes are made.

2.4.3.15.4 Training Schedule - The State PM shall be provided with a schedule of all training and training will be monitored without prior notice.

2.4.3.15.5 Specialized Training – In addition to training for new staff, a minimum of an additional twenty (20) hours of specialized/cultural training during each year of the contract shall be given to all staff members working in any position in the Relay Center.

- 2.4.3.15.5.1 This training shall be provided by experts from the deaf, hard of hearing, deaf-blind, and speech-disabled communities in the field of language interpreting, ASL, Deaf culture, and speech disability. Training modules shall be interactive to facilitate Operator input/questions/understanding regarding the various Relay user groups.
- 2.4.3.15.5.2 Preference shall be given to trainers who are representative of the above-mentioned groups. The PM shall have final approval of all Specialized Training Modules.
- 2.4.3.15.5.3 The Contractor shall ensure that all staff members working in any position in the Relay Center receive this training every calendar year.
- 2.4.3.15.6 Operator Training on Using an ASL Translator/Interpreter - The Contractor shall train Operators as to the appropriate time and situation to obtain an ASL translator/interpreter, who may handle ASL translation/interpretation, and how to identify ASL gloss.
- 2.4.3.15.7 Probation Period After Training - Operators who are hired shall serve a probationary period of at least ninety (90) calendar days with the continuation of their employment contingent upon performance judged to be satisfactory or better. During this time, the Operator shall identify himself or herself as an Operator in training.
- 2.4.3.15.8 Training Procedures for Relaying Communication - The Contractor shall ensure that every Operator is trained in, and will adhere to, the following procedures for all Maryland Relay calls:
  - A. User Control of Call - The Relay user is in control of the call. The Relay Operator shall follow the Relay user's instructions for all calls.
  - B. Accuracy of Information in a Relay Call -Operators shall convey the full content, context, and intent of the communication they relay. For instance, the Operator may not summarize, paraphrase, add, or change the content of the call unless requested otherwise by a user. Example: "I know what the answering machine message says. Just let me know when to leave my message."
  - C. Error Correction - Operators shall continue in a forward direction by typing xx (common TTY convention for error) and retyping the word, rather than using the backspace key to correct typing errors.
  - D. Verify Spelling - Operators shall verify spelling of proper nouns, numbers, and addresses, which frequently have alternate spellings that are spoken. Example: To voice user: "is that name E -U-T-A-W, or, U-T-A-H Street?" When the Operator types the verified word, it is to be typed with a space between each letter indicating to the TTY user that the spelling of the word has been verified. If the TTY user has typed a name or address, the Operator is not to verify that information again, unless, the request is made by the hearing user. Either user has the right to decline spelling verification on individual calls or in their Customer Preference Database record.
  - E. Operator Number and Gender - A Relay user shall be given the Operator's identifying number and gender at the beginning and end of the Relay call and informed if there is a change of Operator during the call. Upon request of either side of the call, the Operator will be switched. The Operator may not request an explanation for the requested switch of Operators.

- F. Operators Will Not Drop Inbound or Outbound Caller if a Supervisor is requested - The Operator will stay on the line until both parties have terminated the call. If the called party wishes to speak to a Supervisor, the Operator is to hold onto the call while contacting a Supervisor and resolving a customer concern even if the inbound party has disconnected.
- G. Obscenity - Contractor shall have a plan to ensure that the following requirements are met:
  - 1) Value Judgments - Operators shall not make a value judgment on the profanity, obscenity or legality of any messages.
  - 2) Part of a Conversation - Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to an Operator, shall not be construed as obscenity directed at the Operator.
  - 3) Escalation - Escalation procedures for Obscenity/Abuse shall be in place.
  - 4) Transfer of Call to A Supervisor - It is acceptable to transfer callers to a Supervisor when obscenities are directed toward the Operator.
- H. Caller's Name Not Required - Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the Operator may ask for that information and explain the purpose for doing so. However, the Operator shall not refuse to process a call if the caller refuses to give full names.
- I. Answering Machines - Operators will leave messages on answering machines or other voice processing systems if the Standard Phone or TTY caller activates one while making the call. The Contractor shall document its procedures for fulfilling these requirements, including the following steps:
  - 1) Keep Caller Informed - The Operator shall inform the caller when an answering machine has been reached, and will transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller.
  - 2) Ask to Leave a Message - The Operator shall ask the caller if the caller wishes to leave a message.
  - 3) Messages Left on Machine - The Operator shall relay the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the Operator to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the Operator will leave the message as instructed.
  - 4) Message Confirmation -The Operator shall confirm to the caller that the message has been left.
  - 5) No Charge for Redials - The caller shall only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.
  - 6) Message Retrieval - Operators shall retrieve messages from voice processing systems (answering machines, voice mail, etc.) and Relay a TTY message to a Standard Phone user or a voice message to a TTY user.
  - 7) Retrieval Procedures - The Contractor shall ensure the ability to retrieve messages from answering machines at the same location or at remote location.

- 8) Retrieval Access Codes - Retrieval procedures shall include methods for obtaining any necessary system access codes from the user and equipment required by the Relay user to access this feature.
- J. Same Protocol Release - i.e., FAX on demand on a Relay call – The Operator shall release a Relay call if a Relay user reaches a person using the same protocol or call type that will be accepted instead of the user mode originally called. Relay users will not have to re-dial a number to leave a message, receive FAX on demand at the end of a conversation, or continue the call with an acceptable (to the caller) replacement using like phone equipment.
- K. Training Procedures for Emergency Calls Handled by Remote Center - The Contractor shall have a mechanism in place to ensure uniform procedures that will be maintained during the call distribution process in the event that calls shall be temporarily transferred to a non-Maryland Center during an emergency.
- L. Training Procedures for Emergency Calls Handled by Remote Center - This process shall include, but will not be limited to, the process in place at the remote center to ensure the immediate access to, and updating of, correct Public Safety Answering Point (PSAP) information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Maryland.
- M. Operator Monitoring for Training Purposes - Operators shall be monitored during training and on a monthly basis, to ensure that proper procedures are being followed by the Operator and that calls are being relayed appropriately. Observing or listening to actual calls by anyone other than the Relay Operator is prohibited except for training or monitoring (by Supervisors or the Contract Manager) purposes.
- N. Operator Counseling - The Contractor is required to ensure that a counseling and support program that will help Operators deal with the emotional aspects of Relaying calls is in place.
- O. Operator Identification - Relay system Operators shall immediately identify themselves when answering a call by using the macro that states MD Relay OPR XXXX (F or M) where XXXX indicates the number assigned to that Operator and the letters F or M indicate the Operator's gender.
- P. Operator Identification - Operator Identification is to be provided at the beginning and end of each call.
- Q. Operator Policies and Procedures Manual - Upon award of contract, the Contractor shall provide the State PM, within fifteen (15) calendar days of the Kick-off Meeting, a complete Operator Policies and Procedures Manual that shall include, but not be limited to, references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a Relay Operator. Updates to the manual shall be given to the State PM for prior express, written approval no less than ten (10) calendar days prior to the required update time.
- R. Emergency Policy and Procedures - The Contractor shall have in place a policy for handling the emergency and hotline calls that it receives.
- S. Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.
- T. Emergency Policy and Procedures - The policy, which shall be approved by the State PM, is to include, but is not limited to:

- 1) ANI/ALI - The Contractor shall have the ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the Operator.
  - 2) Change of Operators - Only a Supervisor, who has been involved in the entire call, may replace an Operator during a 9-1-1 call.
  - 3) Call Forms for 9-1-1 Calls - All forms used by Operators and/or Supervisors in relation to 9-1-1 calls shall be included in the policy documentation.
  - 4) The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot line.) This policy must demonstrate how the ANI is passed to the most appropriate PSAP.
- U. Training for Hot-line Calls - The Contractor shall develop and document procedures in coordination with the State to ensure that hot line and emergency policies and procedures meet the State's standards. All hot line and emergency procedures shall be approved by the State PM before implementation.
- V. Public Safety Answering Point (PSAP) Verification - The Contractor shall verify that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every six (6) months or immediately when any change is made to the PSAP list. The PM is to be notified within 24 hours of any PSAP change. If the Contractor uses a third party to update and connect to the most appropriate PSAP, the Contractor is responsible for its subcontractor's compliance with this requirement
- W. Disability Awareness - New Relay Center staff, including management, shall receive training in disability issues, ASL, Deaf culture, hard of hearing issues, speech disabilities, diversity issues, ethics, and confidentiality.
- X. Disability Awareness - The Contractor shall provide the State PM a copy of the training materials, personnel trained, dates and hours of training upon request.
- Y. Training Materials - The Contractor shall provide to the State PM a copy of all training materials, manuals, and requirements pertaining to Traditional Relay features as well as the additional training materials provided to STS Operators. All subsequent updates to these documents will be submitted to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the time they are to be incorporated.

#### **2.4.3.16 Project Meetings and Reporting**

- 2.4.3.16.1 The Contractor shall support and attend meetings with appropriate Contractor's resources and personnel as requested.
- 2.4.3.16.2 All meetings, except senior management meetings, may be by video, phone, or conference call. If any requirement in this Section is stated otherwise, the Contractor shall request prior approval for video meetings from the State PM and at the State PM's discretion.
- 2.4.3.16.3 Meeting Requirements - The Contractor shall meet with State staff every two weeks, or as otherwise arranged by the State PM. The Center Operations Manager, the designated Account Liaison/Manager Dedicated Outreach Staff Person, Contractor's subcontractors shall attend these meetings, and other Contractor personnel as required by the State PM to address specific issues.
- 2.4.3.16.4 All reports that are noted to be due 'monthly,' are due by the 15<sup>th</sup> of the month following the month of service activity. In addition, no reports can be in a 'read only' format as the State staff must be able to manipulate the data if necessary.

2.4.3.16.5 Reporting Requirements - Reports requested by the State shall refer to Maryland Relay activities of one calendar month unless requested otherwise. Reports shall be provided to the State PM in soft copy format, plus one set on CD-ROM using Microsoft Office products or other State acceptable format.

2.4.3.16.5.1 All reports shall become the property of the State, e.g., not copyrighted by the Contractor, and shall become public record with exception to reports containing confidential information. If the 'confidential information' is information that the Contractor feels is proprietary, then that information must be marked accordingly. The State will subsequently review the information to see if it agrees.

2.4.3.16.5.2 In addition to periodic, ad-hoc or other reports as requested by the State, the Contractor shall provide the reports shown below, which shall be presented in both tabular and graphic format, unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

2.4.3.16.5.3 All reports provided for any Governors' Advisory Board for Telecommunications Relay (GABTR) or other open meetings must be provided in alternate format, to include but not limited to, large print and Braille upon request with two weeks' notice.

2.4.3.16.6 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up fifty (50) additional reports (over and above the Reports noted in Section 3.2.19.5 and 3.2.19.6 below) over the life of the contract. This is for entirely new reports other than those shown below.

2.4.3.16.7 As with the known reports required in the next section, the Contractor shall provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes in order to set up any additional regular monthly reports requested.

2.4.3.16.8 Technical and Business Support to Ad-Hoc Reporting: The Contractor shall provide the State the ability to perform ad-hoc reporting on the platforms and applications used by the Contractor in its reporting. The State PM must give prior express, written approval for each Ad-Hoc Report developed by the Contractor. However, any further Technical and Business support required for assisting the State in this ad-hoc reporting shall fall under the requirements of 'Additional Reports.'

2.4.3.16.9 Required Monthly Reports:

2.4.3.16.9.1 The Contractor shall provide for technical and business support to the State for the known reports as documented below. This support includes debugging or re-formatting of the reports shown below to the State's satisfaction.

2.4.3.16.9.2 The Contractor shall provide the State with professional interpretation, analysis and explanation of any reports provided.

2.4.3.16.9.3 During the first two months of contract award, the Contractor shall meet with the State PM to map necessary data fields, and to discuss format and timing of the reports.

- 1) Quality Measurement Results Report – Quality assurance evaluations, surveys, monitoring, or other quality measurement tools, as required in this RFP, within fifteen (15) calendar days of completion.
- 2) Complaint Summary Reports – The Contractor shall provide monthly reports, summarizing complaints received, subject of each complaint, and a description of how each complaint was or will be resolved. In addition to the detailed report, there shall be a narrative report that will be consolidated and used by the State and filed annually with the FCC. The Contractor shall work with the State PM to ensure that the Contractor Complaint Summary Report is in the format filed with the FCC by the Department. Reports shall detail the number of contacts as well as number of complaints. i.e., one customer contact may include two (2) issues.
- 3) Operator Participation in Outreach Report – The Contractor shall provide a monthly report of Operator participation, which will include, but not be limited to, Operator name, date, event, description of Operator interaction and how it relates to the Maryland Relay.
- 4) Daily Delayed Calls Report – Number of calls and time answered or abandoned in 5-second increments beginning with 5 seconds through 90+ seconds for all calls offered (including Abandoned Calls) to the Contractor’s switch. This shall include any calls that may, for any reason, be transferred and handled by another center.
- 5) Violation of Confidentiality Report – List of Operators or Supervisors who, after investigation, are found to have violated the confidentiality policy. The report should include, but may not be limited to the Operator identification, date and time of violation, nature of violation and the action taken.
- 6) Wrong Number Reports – Report of calls made in error to Relay. These calls must be sent to the Contractor’s customer service to record and report who the caller was attempting to contact. The call is to be released by the Operator so minutes of service do not accrue.
- 7) Operator Monitoring Report – Identifying the issues found during Operator side-by-side monitoring and silent monitoring. The report is to show issues and the corrective action taken.
- 8) Monthly Training Reports – The State PM is to receive monthly written reports on Operator training and activities.
- 9) Traffic Reports – See Attachment I for narrative of required reports which include but are not limited to the following reports:
  - a) All Calls Distribution
  - b) Answer Performance
  - c) Daily Report
  - d) Daily Inbound Call Access
  - e) Call Access
  - f) Outbound Calls and Minutes
  - g) Inbound calls method to include Cellular, Interconnected VoIP, and Analog
- 10) Calls to MD Relay Access Number – List of all calls made to a MD Relay Access number.

- 11) STS (Speech-To-Speech) Testing Report – Results of all STS tests to the State PM on a monthly basis.
- 12) Calls Transferred Out of the Maryland Primary Relay Center – All occurrences and the reason for all calls being transferred out of the Maryland Primary Relay Center to another Relay Center.
- 13) Cumulative Monthly Service Interruption Report (By incident, time and duration)
- 14) Existing reports defined in Attachment I

2.4.3.16.10 Miscellaneous Required Reports

- A. Annual Report – The Contractor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. The annual report shall be due within forty-five (45) calendar days of the end of the calendar year.
- B. Re-certification Application to the FCC Report – The Contractor shall work with the Department to provide the information required to complete the five (5) year State re-certification process to the FCC.
- C. Outreach Budget Report – The Contractor shall provide Outreach Budget Report on a monthly basis that will detail all expenditures and include declining balance.
- D. Macros Report (Quarterly) - At time of award, the Contractor shall provide to the State PM, a complete, detailed list of all macros used or planned to be used. This list is to be submitted to the State PM every quarter beginning with the award date of the Contract. If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.
- E. Reporting Carriers Contacted Report (Quarterly) –Beginning at the time of award and quarterly thereafter:
  - 1) List of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier’s availability/accessibility via Maryland Relay.
  - 2) A separate report is to indicate the carriers who refuse to comply along with a POC, which will be forwarded by the Department to the Maryland Public Service Commission (PSC) and the FCC for facility-based carriers or non-facility-based carriers.
- F. Public Safety Answering Point (PSAP) Verification Report- Listing of all PSAP phone numbers, verifying that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every six (6) months or at any time changes are made to the list.
  - 1) Call Forms for 9-1-1 Calls - All forms used by Operators and/or Supervisors in relation to 9-1-1 calls shall be included in the policy documentation with a monthly copy provided to the State PM.
  - 2) The Contractor shall submit a monthly report to the State PM that will include the number of calls to 9-1-1 via the Maryland Relay. This report shall detail any problems in contacting the appropriate 9-1-1 Center.

- 3) The Contractor shall provide, on a monthly basis, a report generated from the Contractor's platform indicating the inbound NPA-NXX and county, outbound PSAP number, time, date, and Operator number. See No. 6 below. This is a separate report than No. 6, if a call goes through a TRS platform.
  - 4) Remote Call Center PSAP Report - All remote sites that handle Maryland calls shall follow the Maryland verification procedures. A separate monthly verification report will be required from each of the remote locations that handle Maryland Relay 9-1-1 calls.
  - 5) 9-1-1 Supervisor Assist Report - The Contractor shall submit a monthly log filled out by the floor Supervisors, which includes number of calls to 9-1-1 via the Maryland Relay and the name of the Supervisor assisting the Operator on this call. This report shall detail any problems in contacting the appropriate 9-1-1 center.
  - 6) Out-dial to PSAP Report - The Contractor shall provide, on a monthly basis, a report generated from the 3rd party contractor's platform indicating the inbound NPA-NXX, outbound PSAP number, time, date, and Operator number. See No. 3 above. This is a separate report than No. 3, if a call goes through a third party PSAP connection platform.
- G. N-1-1 Verification Report- Listing of all N-1-1 phone numbers, verifying that all Maryland N-1-1 numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every six (6) months or at any time, changes are made to the list.
- 1) Call Forms for N-1-1 Calls - All forms used by Operators and/or Supervisors in relation to N-1-1 calls shall be included in the policy documentation with a monthly copy provided to the State PM.
  - 2) The Contractor shall submit a monthly report to the State PM that will include the number of calls to N-1-1 via the Maryland Relay. This report shall detail any problems in contacting the appropriate N-1-1.
  - 3) The Contractor shall provide, on a monthly basis, a report generated from the Contractor's platform indicating the inbound NPA-NXX and county, outbound number, time, date, and Operator number. See No. 6 below. This is a separate report than No. 6, if a call goes through a TRS platform.
  - 4) Remote Call Center Report - All remote sites that handle Maryland calls shall follow the Maryland verification procedures. A separate monthly verification report will be required from each of the remote locations that handle Maryland Relay N-1-1 calls.
  - 5) N-1-1 Supervisor Assist Report - The Contractor shall submit a monthly log filled out by the floor Supervisors, which includes number of calls to N-1-1 via the Maryland Relay and the name of the Supervisor assisting the Operator on this call. This report shall detail any problems in contacting the appropriate N-1-1 center.
  - 6) Out-dial to N-1-1 Report - The Contractor shall provide, on a monthly basis, a report generated from the 3rd party contractor's platform indicating the inbound NPA-NXX, outbound number, time, date, and Operator number. See No. 3 above. This is a separate report than No. 3, if a call goes through a third party connection platform.

## **2.4.4 CTS Requirements**

### **2.4.4.1 Functional/ Business**

- 2.4.4.1.1 The Contractor shall provide Functionally Equivalent CTS including by way of example but not limited to the following features:

- A. Cost to consumers,
- B. Call blockages no different than experienced by voice-to-voice non CTS callers,
- C. Real-time communications in transmission and reception of text and speech, and
- D. Use of advanced and efficient technology, as it becomes technically feasible.

2.4.4.1.2 The Contractor may provide CTS features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.

2.4.4.1.3 Toll Free Number – The State does not require a State owned toll free access number for CTS.

2.4.4.1.4 The Contractor shall provide access to CTS via 7-1-1..

#### **2.4.4.2 Outreach and Advertising**

2.4.4.2.1 The Contractor shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training and public relations activities. The Department shall work with the Contractor to ensure that activities are consistent with the program goals.

2.4.4.2.2 The outreach and advertising expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.

2.4.4.2.3 Outreach and advertising is to be limited to Maryland CTS products/services and is not to include any Offeror products/services unless specifically approved by the state PM.

2.4.4.2.4 Advertising and printing/ mailing materials for Captioned Telephone equipment will not be included in the monies referenced in Section 2.4.4.2.1.

2.4.4.2.5 All costs relating to Captioned Telephone equipment sales and promotion will be borne by the equipment providers.

2.4.4.2.6 The CM & PM will conduct site visits of the Contractor’s existing CTS Centers. The Contractor shall accommodate these site visits.

- A. The cost of these visits shall be borne by the Contractor.
- B. The site visits will be twice a year.
- C. Meetings with Senior CTS management team will be held simultaneously.

2.4.4.2.7 The Contractor shall ensure that its technical and business support to the State of Maryland in completing the requirements set forth in this RFP, have as their central focus and primary goal to provide for the needs of the State of Maryland’s user community.

#### **2.4.4.3 Technical**

2.4.4.3.1 No dedicated Dialed Number Identification Service (DNIS) for the State of Maryland is required.

2.4.4.3.2 Speed of Answer – Eight Five Percent (85%) of Calls Answered in Ten Seconds  
Speed of Answer is measured from the time the Contractor’s network receives the call until an OPR in on the call ready to begin processing the call.

- A. Time in queue waiting for an Operator to be on the calls is to be measured and reported on a daily basis.

2.4.4.3.3 Daily Blockage - The average daily blockage rate for all calls into the Relay Center shall be no greater than P.01. Blockage rate shall be measured by sampling the number of calls being blocked every 30 minutes for each 24-hour period beginning at 12:00 AM (local time). If a call rings, or is in queue/hold, in excess of 90 seconds it is to be considered a blocked call.

2.4.4.3.4 The Project's Service Reliability - The Contractor shall comply with each of the following items: Switching System – Must have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system off line.

- A. Redundant CTS Center – In the event of a complete system shutdown or service interruption at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
- B. Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State's Captioned Telephone calls.
- C. Disaster Recovery Plan (DRP) and Escalation – Within ten (10) calendar days of the contract's Kick-off Meeting, after contract award, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
- D. In addition, no later than on an annual basis the DRP shall be periodically reviewed and updated to remain consistent with the DoIT's current DRP.
- E. In the event of a disaster, the Captioned Telephone Centers will have Shelter In Place capability for OPRs who are willing to stay in center to process call.
- F. Written DRP procedures are to be included and provided to PM. Updated DRP is to be provided to the PM within 48 hours of update.
- G. Notification of Disaster/interruption of service – The State PM shall be notified within 15 minutes of any event, which impedes, to any degree, the access to the Maryland CTS center or the processing of Maryland CTS calls. Follow-up in writing with full details will be provided to the PM within 48 hours. Contact information for the PM will be provided to the Contractor at the time of contract award.

2.4.4.3.5 Recorded/Captioned Announcement - in the event of a system failure or service interruption.

- A. Standard Telephone in – When reaching the contractor's network, if there will be a delay in reaching a OPR, a message stating the reason for the delay will be voiced to the caller. Messages are to be approved by the PM at the Kick-off meeting.
- B. Captioned Phone in – When connecting with the Contractor's platform to receive captions for a call, a message stating the reason for the delay will be sent in text to the captioned telephone. Messages are to be approved by the PM at the Kick-off meeting, shall be indicative of the issue, and are to be modified to indicate appropriately the reason for service interruption.

2.4.4.3.6 Customer Service - Customer Service Hours will be 24/7/365(6) answered by a person, not an automated/recorded response.

2.4.4.3.7 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor's service or personnel as they relate to call processing. The Complaint Resolution Plan is a deliverable and must be approved for the project by the State PM. Any changes after the State's initial acceptance must have mutual approval by the State PM and Contractor before initiation. The following processes are also to be included in the Complaint Resolution Plan:

- A. Customer Information Regarding Complaint Procedure – The Contractor's procedures shall be included in all Contractor outreach material.
- B. Complaint Reporting - Complaints are to include customer contact information if given, Operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information received regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Maryland CTS Account Manager, a copy kept on file at the CTS Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- C. Multiple Complaints During One Contact – If a CTS Relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
- D. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will be documented including the original complaint, all follow up information, and forwarded to the State PM as the Contractor's follow-up steps occur.
- E. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter from CTS Customer Service to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

#### **2.4.4.4 Training Manuals and Procedures**

2.4.4.4.1 Contractor shall provide a copy of their training manual and training procedures. The documents shall be provided at the Kick-off Meeting and as updates are made to training and procedures. The updates shall be provided throughout the term of the contract.

2.4.4.4.2 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.

2.4.4.4.3 Emergency Policy and Procedures - The Contractor shall have in place a policy for handling hotline calls that it receives.

2.4.4.4.4 Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.

2.4.4.4.5 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and QoS or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.

2.4.4.4.6 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance.

#### **2.4.4.5 Billing Standards and Access**

2.4.4.5.1 Toll Calls: If a call is free on a direct call, it must be free on a CTS call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a CTS call.

2.4.4.5.2 Inbound International Calls - The Contractor shall provide international access to calls into CTS when the inbound caller is outside the United States.

2.4.4.5.3 Landline Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland CTS to points within the expanded local calling area without incurring any charge for the call.

2.4.4.5.4 Cellular Flat Rate Calling Plans - The Contractor shall ensure that flat rate calling plans purchased by cellular users accessing CTS, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating to customer service that they are on a cell phone. The Contractor shall profile that phone number as a cellular phone.

2.4.4.5.5 The Contractor shall ensure other carriers will be informed of the steps required to allow their calls to be processed through Maryland CTS.

- A. Ensure that CTS users can request their carrier of choice either by calling Customer Service or by the provider's website
- B. Ensure that a direct request for a carrier of choice shall override the information in the User Database for the initial outbound call and consecutive outbound calls made in conjunction with the inbound call.

2.4.4.5.6 Submit, to the State PM, a plan at the Kick-off Meeting that will encourage all IXCs and dial-around services operating in Maryland to be available for Maryland Relay calls.

2.4.4.5.7 VoIP No Charge Long Distance Plans - The Contractor will ensure that no charge long distance plans provided by VoIP phone providers are honored by Maryland CTS. Describe in detail how this will be accomplished.

2.4.4.5.8 System Billing Process – The Contractor shall provide that call detail record generation will be automated and available for audit and real time monitoring by the Department or its designee.

2.4.4.5.9 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a CTS call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.

2.4.4.5.10 General Assist Minutes - Define in detail what is included in the definition of General Assist Minutes

2.4.4.5.11 All Maryland 3-digit dialing numbers must be accessible via Maryland CTS.

#### **2.4.4.6 Staffing**

2.4.4.6.1 Account Liaison/Manager – At least one liaison to represent the Contractor’s company who has full power and authority to ensure compliance of all departments and areas within the Contractor’s company. This person shall be senior management level and not located within the CTS Center. The Account Liaison shall be available to the State at any time by phone, email or in person.

2.4.4.6.2 Senior Management Representative- at least one person from each of the Contractor’s departments (examples: Sales, Account Management, Technical, Operations, etc.) who contribute to the provision of Maryland CTS.

2.4.4.6.2.1 Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although these representative(s) shall be prepared to support the contract at any location in Maryland.

2.4.4.6.2.2 This staff’s work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

2.4.4.6.3 Captioned Telephone Dedicated Outreach Staff Person

- A. This position shall possess an understanding of the issues relevant to the Deaf, hard of hearing, and senior citizen users. This position will work closely with, and under the direction of the State PM or designee to ensure accurate flow of information between the Maryland CTS and the user communities. In addition, the Contractor and this staff position have the following responsibilities:
- B. This position shall provide work in coordination with the State TAM PR Officer for Maryland CTS to include but not be limited to support of outreach and advertising. The Contractor shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for a goal of at least one-hundred (150) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.
- C. Will be cross-trained in CTS, RCC, RTS and MAT programs.
- D. The Dedicated Outreach person will be required to attend weekly meetings at the TAM office with the PR Officer, and must attend outreach events and conduct CTS presentations which may be require work outside of the State’s normal business hours.
- E. The Contractor’s rate shall be inclusive of this position and shall include all expenses relating to the position. Expenses for this position (as related to the support of the State) under this contract are not reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.
- F. This position shall be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM’s same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. Customer Confidentiality

2.4.4.6.4 The Contractor shall provide the policies or information noted below within thirty (30) calendar days of the Kick-off meeting:

2.4.4.6.5 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy. A copy of the confidentiality policy shall be provided to the PM at the Kick-off Meeting. Updated policies shall be provided within 48 hours.

2.4.4.6.6 Consumers will be provided a copy of this policy upon request.

2.4.4.6.7 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An Operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed. All violations shall be reported to the State PM monthly

2.4.4.6.8 Collection of Confidential Information - The Contractor shall be restricted to collecting only that personal information necessary to provide CTS being rendered. This information shall not be used or shared outside those associated with the State contract for any other purpose.

2.4.4.6.9 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency to exist by threatening the Operator or CTS Center, names and specific information may be disclosed by the Operator to a Supervisor to address expeditiously the situation.

#### **2.4.4.7 Quality Assurance**

2.4.4.7.1 Contractor's Quality Assurance Plan - The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results.

2.4.4.7.2 Contractor's Quality Assurance Plan - The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the CTS Center to improve the quality of service provided by Maryland CTS users.

2.4.4.7.3 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.

2.4.4.7.4 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to the release, and have complete access to all results in summary and detail format.

2.4.4.7.5 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.

#### **2.4.4.8 Project Reporting**

2.4.4.8.1 Reports shall be provided to the State PM in hard copy format plus one set on USB/Flash drive using Microsoft Office products or other State acceptable format. All reports are to be delivered to the State PM no later than the 15th calendar day following the month of service or on the next working day if the 15th falls on a weekend or holiday.

2.4.4.8.2 All reports shall become the property of the State, e.g., not copyrighted by the provider, and shall become public record. In addition to periodic, ad hoc or other reports as requested by the State, the Contractor shall provide the following reports shown below, which shall be presented in both tabular and graphic format unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

2.4.4.8.3 All reports concerning Maryland CTS calls shall be Maryland specific only. Reports are to be based on MD CDRs only and will be audited by the state upon request. No national averages, calls based on ESN or any weighted averages are permitted. Non-Maryland reporting may only be submitted with the expressed approval of the PM.

2.4.4.8.4 All reports provided for GABTR or other open meetings must be provided in alternate format, to include but not limited, to large print and Braille upon request with two weeks' notice.

2.4.4.8.5 When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the State will give at least thirty (30) calendar days' notice before the date the report is due. The Contractor shall provide, upon the request of the State PM, the State with professional interpretation, analysis and explanation of any reports provided. Within two months after award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports requested.

2.4.4.8.6 Monthly Complaint/Contact Reports - Monthly reports shall be a summary of all daily incident/complaints/compliments by category. Categories shall be reviewed and approved by the PM. Any complaints in direct Violation of 47 C.F.R. Part 64 shall be identified as such.

2.4.4.8.7 Monthly Reports shall contain the information below as well as the information listed in narrative form in Appendix I.

- A. Summary of CapTel Session & Conversation Minutes
- B. Minutes Reimbursed by the TRS Fund
- C. Captioned Telephone single and two-line call statistics
- D. Percent of Service level on Daily basis
- E. Customer Contact
- F. Call Detail Record
- G. NPA/NXX Call Reports
- H. Cumulative Monthly Service Interruption Report (By incident, time and duration)
- I. Daily Average Speed of Answer
- J. Daily Blockage

2.4.4.8.8 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up to fifty (50) additional reports (over and above the Reports noted in Section 3.3.10) over the life of the contract. This is for entirely new reports other than those shown below.

## **2.4.5 RTT Requirements**

### **2.4.5.1 Functional/Business**

2.4.5.1.1 The Contractor shall describe how RTT is or will be integrated into the provision of Maryland Relay Service. Include in the description:

- A. Whether solution involves calls being converted by a transcoder into TTY communication (i.e. backward TTY compatible solution) or is an RTT-RTT solution;
- B. The standard used (i.e. RFC 4130 standard or other alternative or successor protocol) if using an RTT-RTT solution;
- C. In addition to 7-1-1 which (if any) other Maryland Relay access numbers will be able to accept RTT calls;
- D. Proposed features of RTT (i.e. block mode, the ability to slow down the transmission for compatibility with refreshable Braille displays, etc.);
- E. The timelines and transition periods for implementing RTT;
- F. Any other call types that may be processed using RTT (i.e. VCO, HCO, CTS, etc.) in addition to text (TTY functionality);
- G. Whether the transcoding will be performed by the Contractor or carrier(s) if using a RTT-TTY solution; Technical solutions developed by the Contractor to resolve transliteration problems and other inconsistencies if using an RTT-TTY solution;
  - 1) Testing prior to deployment if applicable;
  - 2) Communications assistants' training on processing RTT calls;
  - 3) Customer Service staff training on answering questions and troubleshooting issues related to RTT;
  - 4) Tracking/reporting of the frequency of RTT calls;
  - 5) Any changes that would be needed in TRS equipment to support an RTT-RTT solution;
  - 6) Any modifications to call routing and handling features to support an RTT-RTT solution; and
  - 7) Call billing/invoicing procedures.

2.4.5.1.2 The Contractor shall provide Functionally Equivalent RTT including by way of example but not limited to the following features:

- A. Cost to consumers,
- B. Call blockages no different than experienced by voice-to-voice non RTT callers,
- C. Real-time communications in transmission and reception of text and speech, and
- D. Use of advanced and efficient technology, as it becomes technically feasible.

2.4.5.1.3 The Contractor may provide RTT features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.

2.4.5.1.4 Toll Free Number – The State does not require a State owned toll free access number for RTT.

2.4.5.1.5 The Contractor shall provide access to RTT via 7-1-1 as required in Functional Area One Section 2.3.1.9.10.

## **2.4.5.2 Outreach and Advertising**

2.4.5.2.1 The Contractor shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training and public relations activities. The Department shall work with the Contractor to ensure that activities are consistent with the program goals.

2.4.5.2.2 The outreach and advertising expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.

2.4.5.2.3 Outreach and advertising is to be limited to Maryland RTT products/services and is not to include any Offeror products/services unless specifically approved by the state PM.

2.4.5.2.4 Advertising and printing/mailing materials for Real-Time Text equipment will not be included in the monies referenced in Section 2.4.5.2.1

2.4.5.2.5 The CM & PM will conduct site visits of the Contractor's existing RTT Centers/Stations. The Contractor shall accommodate these site visits.

2.4.5.2.6 The cost of these visits shall be borne by the Contractor.

2.4.5.2.7 The site visits will be twice a year.

2.4.5.2.8 Meetings with Senior RTT management team will be held simultaneously.

### **2.4.5.3 Technical**

2.4.5.3.1 No dedicated Dialed Number Identification Service (DNIS) for the State of Maryland is required.

- A. Speed of Answer – Eight Five Percent (85%) of Calls Answered in Ten Seconds Speed of Answer is measured from the time the Contractor's network receives the call until an OPR has joined and ready to begin processing the call.
- B. Time in queue waiting for an Operator to be on the calls is to be measured and reported on a daily basis.

2.4.5.3.2 Daily Blockage - The average daily blockage rate for all calls into the Relay Center shall be no greater than P.01. Blockage rate shall be measured by sampling the number of calls being blocked every 30 minutes for each 24-hour period beginning at 12:00 AM (local time). If a call rings, or is in queue/hold, in excess of 90 seconds it is to be considered a blocked call.

2.4.5.3.3 The Project's Service Reliability - The Contractor shall comply with each of the following items: Switching System – Must have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system off line.

- B. Redundant RTT Center/Stations – In the event of a complete system shutdown or service interruption at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
- C. Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State's RTT calls.
- D. Disaster Recovery Plan (DRP) and Escalation – Within ten (10) calendar days of the contract's Kick-off Meeting, after contract award, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
- E. In addition, no later than on an annual basis the DRP shall be periodically reviewed and updated to remain consistent with the current DoIT DRP.

- F. In the event of a disaster, the RTT Centers/Stations will have Shelter in Place capability for OPRs who are willing to stay in center to process call.
- G. Written DRP procedures are to be included and provided to PM. Updated DRP is to be provided to the PM within 48 hours of update.
- H. Notification of Disaster/interruption of service – The State PM shall be notified within 15 minutes of any event, which impedes, to any degree, the access to the Maryland RTT center/station or the processing of Maryland RTT calls. Follow-up in writing with full details will be provided to the PM within 48 hours. Contact information for the PM will be provided to the Contractor at the time of contract award.

2.4.5.3.4 Recorded/Captioned Announcement - in the event of a system failure or service interruption.

- A. Standard Telephone in – When reaching the contractor’s network, if there will be a delay in reaching a OPR, a message stating the reason for the delay will be voiced to the caller. Messages are to be approved by the PM at the Kick-off meeting.
- B. RTT in – When connecting with the Contractor’s platform to receive captions for a call, a message stating the reason for the delay will be sent in text to the telephone utilizing RTT. Messages are to be approved by the PM at the Kick-off meeting, shall be indicative of the issue, and are to be modified to indicate appropriately the reason for service interruption.

2.4.5.3.5 Customer Service - Customer Service Hours will be 24/7/365(6) answered by a person, not an automated/recorded response.

2.4.5.3.6 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor’s service or personnel as they relate to call processing. The Complaint Resolution Plan is a deliverable and must be approved for the project by the State PM. Any changes after the State’s initial acceptance must have mutual approval by the State PM and Contractor before initiation. The following processes are also to be included in the Complaint Resolution Plan:

- A. Customer Information Regarding Complaint Procedure – The Contractor’s procedures shall be included in all Contractor outreach material.
- B. Complaint Reporting - Complaints are to include customer contact information if given, Operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information received regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Maryland RTT Account Manager, a copy kept on file at the RTT Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- C. Multiple Complaints During One Contact – If a RTT Relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
- D. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will be documented including the original complaint, all follow up information, and forwarded to the State PM as the Contractor’s follow-up steps occur.

- E. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter from RTT Customer Service to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

#### **2.4.5.4 Training Manuals and Procedures**

2.4.5.4.1 Contractor shall provide a copy of their training manual and training procedures. The documents shall be provided at the Kick-off Meeting and as updates are made to training and procedures. The updates shall be provided throughout the term of the contract.

2.4.5.4.2 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.

2.4.5.4.3 Emergency Policy and Procedures - The Contractor shall have in place a policy for handling hotline calls that it receives.

2.4.5.4.4 Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.

2.4.5.4.5 Upgrades and refresh of standards, services, quality of services, systems, and applications- If the FCC requires new standards, services, and QoS or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.

2.4.5.4.6 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance with the deliverables in the Transition Milestone provided by the Contractor.

#### **2.4.5.5 Billing Standards and Access**

2.4.5.5.1 Toll Calls: If a call is free on a direct call, it must be free on a RTT call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a RTT call.

2.4.5.5.2 Inbound International Calls - The Contractor shall provide international access to calls into RTT when the inbound caller is outside the United States.

2.4.5.5.3 Landline Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland RTT to points within the expanded local calling area without incurring any charge for the call.

2.4.5.5.4 Cellular Flat Rate Calling Plans - The Contractor shall ensure that flat rate calling plans purchased by cellular users accessing RTT, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating to customer service that they are on a cell phone. The Contractor shall profile that phone number as a cellular phone.

2.4.5.5.5 Submit, to the State PM, a plan at the Kick-off Meeting that will encourage all IXCs and dial-around services operating in Maryland to be available for Maryland Relay calls.

2.4.5.5.6 VoIP No Charge Long Distance Plans - The Contractor will ensure that no charge long distance plans provided by VoIP phone providers are honored by Maryland RTT. Describe in detail how this will be accomplished.

2.4.5.5.7 System Billing Process – The Contractor shall provide that call detail record generation will be automated and available for audit and real time monitoring by the Department or its designee.

2.4.5.5.8 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a RTT call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.

2.4.5.5.9 General Assist Minutes - Define in detail what is included in the definition of General Assist Minutes

2.4.5.5.10 All Maryland 3-digit dialing numbers must be accessible via Maryland RTT.

#### **2.4.5.6 Staffing**

2.4.5.6.1 Account Liaison/Manager – At least one liaison to represent the Contractor's company who has full power and authority to ensure compliance of all departments and areas within the Contractor's company. This person shall be senior management level and not located within the RTT Center. The Account Liaison shall be available to the State at any time by phone, email or in person.

2.4.5.6.2 Senior Management Representative- at least one person from each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland RTT –

2.4.5.6.3 Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although these representative(s) shall be prepared to support the contract at any location in Maryland.

2.4.5.6.4 The above staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

2.4.5.6.5 Real-Time Text Dedicated Outreach Staff Person

F. Shall possess an understanding of the issues relevant to the Deaf, hard of hearing, speech disabled and senior citizen users. This position will work closely with, and under the direction of the State PM or designee to ensure accurate flow of information between the Maryland RTT and the user communities.

G. Shall provide work in coordination with the State TAM PR Coordinator for Maryland RTT to include but not be limited to support of outreach and advertising. The Contractor shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for a goal of at least one-hundred (100) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.

H. Will be cross-trained in CTS, RCC, RTS, and MAT programs.

- I. Shall be required to attend weekly meetings at the TAM office with the PR coordinator, and must attend outreach events and conduct RTT presentations which may require work outside of the State's normal business hours.
- J. The Contractor's rate shall be inclusive of this position and shall include all expenses relating to the position. Expenses for this position (as related to the support of the State) under this contract are not reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.
- K. Shall be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone

#### **2.4.5.7 Customer Confidentiality**

- 2.4.5.7.1 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy. A copy of the confidentiality policy shall be provided to the PM at the Kick-off Meeting. Updated policies shall be provided within 48 hours.
- 2.4.5.7.2 Consumers will be provided a copy of this policy upon request.
- 2.4.5.7.3 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An Operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed. All violations shall be reported to the State PM monthly
- 2.4.5.7.4 Collection of Confidential Information - The Contractor shall be restricted to collecting only that personal information necessary to provide RTT being rendered. This information shall not be used or shared outside those associated with the State contract for any other purpose.
- 2.4.5.7.5 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency to exist by threatening the Operator or RTT Center, names and specific information may be disclosed by the Operator to a Supervisor to address expeditiously situation.

#### **2.4.5.8 Quality Assurance**

- 2.4.5.8.1 The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results.
- 2.4.5.8.2 The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the RTT Center/stations to improve the quality of service provided by Maryland RTT users.
- 2.4.5.8.3 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.
- 2.4.5.8.4 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to the release, and have complete access to all results in summary and detail format.

2.4.5.8.5 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.

#### **2.4.5.9 Reporting**

2.4.5.9.1 Reporting Requirements. Reports shall be provided to the State PM in hard copy format plus one set on CD-ROM using Microsoft Office products or other State acceptable format. All reports are to be delivered to the State PM no later than the 15th calendar day following the month of service or on the next working day if the 15th falls on a weekend or holiday.

2.4.5.9.2 All reports shall become the property of the State, e.g., not copyrighted by the provider, and shall become public record. In addition to periodic, ad hoc or other reports as requested by the State, the Contractor shall provide the following reports shown below, which shall be presented in both tabular and graphic format unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

2.4.5.9.3 All reports concerning Maryland RTT calls shall be Maryland specific only. Reports are to be based on MD CDRs only and will be audited by the state upon request. No national averages, calls based on ESN or any weighted averages are permitted. Non-Maryland reporting may only be submitted with the expressed approval of the PM.

2.4.5.9.4 All reports provided for GABTR or other open meetings must be provide in alternate format, to include but not limited, to large print and Braille upon request with two weeks' notice.

2.4.5.9.5 When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the State will give at least thirty (30) calendar days' notice before the date the report is due. The Contractor shall provide, upon the request of the State PM, the State with professional interpretation, analysis and explanation of any reports provided. Within two months after award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports requested.

2.4.5.9.6 Monthly Complaint/Contact Reports - Monthly reports shall be a summary of all daily incident/complaints/compliments by category. Categories shall be reviewed and approved by the PM. Any complaints in direct Violation of 47 C.F.R. Part 64 shall be identified as such.

2.4.5.9.7 Monthly Reports shall contain the information below as well as the information listed in narrative form in Appendix 3.

- A. Summary of RTT Session & Conversation Minutes
- B. Minutes Reimbursed by the TRS Fund
- C. Percent of Service level on Daily basis
- D. Customer Contact
- E. Call Detail Record
- F. NPA/NXX Call Reports
- G. Cumulative Monthly Service Interruption Report (By incident, time and duration)
- H. Daily Average Speed of Answer
- I. Daily Blockage

2.4.5.9.8 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up to fifty (50) additional reports (over and above the Reports noted in Section 3.4.10) over the life of the contract. This is for entirely new reports other than those shown below.

## **2.4.6 RCC Requirements**

### **2.4.6.1 Functional/Business**

2.4.6.1.1 The Contractor shall describe how RCC is or will be integrated into the provision of Maryland Relay Service. Include in the description:

- A. How Maryland RCC users will schedule a call, including how much notice will be required;
- B. Proposed features of RCC;
- C. The timelines and transition periods for implementing RCC;
- D. Integration of other call/relay types for individuals using RCC (i.e. HCO, VRS, etc.);
- E. Captioner's training on processing RCC calls;
- F. Customer Service staff training on answering questions and troubleshooting issues related to RCC;
- G. Tracking/reporting of the frequency and length of RCC calls;

2.4.6.1.2 The Contractor shall provide Functionally Equivalent RCC including by way of example but not limited to the following features:

- A. Cost to consumers,
- B. Call blockages no different than experienced by voice-to-voice non RCC callers,
- C. Real-time communications in transmission and reception of text and speech, and
- D. Use of advanced and efficient technology, as it becomes technically feasible.

2.4.6.1.3 The Contractor may provide RCC features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.

2.4.6.1.4 Toll Free Number – The State does not require a State owned toll free access number for RCC.

2.4.6.1.5 The CM & PM will conduct site visits of the Contractor's existing RCC Centers/Stations. The Contractor shall accommodate these site visits.

- A. The cost of these visits shall be borne by the Contractor.
- B. The site visits will be twice a year.
- C. Meetings with Senior RCC management team will be held simultaneously.

2.4.6.1.6 The Contractor shall ensure that its technical and business support to the State of Maryland in completing the requirements set forth in this RFP, have as their central focus and primary goal to provide for the needs of the State of Maryland's user community.

### **2.4.6.2 Technical**

2.4.6.2.1 No dedicated Dialed Number Identification Service (DNIS) for the State of Maryland is required.

- 2.4.6.2.2 The Project's Service Reliability - The Contractor shall comply with each of the following items: Switching System – Must have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system off line.
- B. Redundant RCC Center/Stations – In the event of a complete system shutdown or service interruption at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
  - C. Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State's RCC calls.
  - D. Disaster Recovery Plan (DRP) and Escalation – Within ten (10) calendar days of the contract's Kick-off Meeting, after contract award, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
  - E. In addition, no later than on an annual basis the DRP shall be periodically reviewed and updated to remain consistent with the current DoIT DRP.
  - F. In the event of a disaster, the RCC Centers/Stations will have Shelter in Place capability for CAs who are willing to stay in center to process call.
  - G. Written DRP procedures are to be included and provided to PM. Updated DRP is to be provided to the PM within 48 hours of update.
  - H. Notification of Disaster/interruption of service – The State PM shall be notified within 15 minutes of any event, which impedes, to any degree, the access to the Maryland RCC center/station or the processing of Maryland RCC calls. Follow-up in writing with full details will be provided to the PM within 48 hours. Contact information for the PM will be provided to the Contractor at the time of contract award.
- 2.4.6.2.3 Recorded/Captioned Announcement - in the event of a system failure or service interruption.
- 2.4.6.2.4 When a RCC call is scheduled to take place and cannot due to system failure or service interruption, a message stating the reason for the delay will be sent in text to the captioned browser. Messages are to be approved by the PM at the Kick-off meeting, shall be indicative of the issue, and are to be modified to indicate appropriately the reason for service interruption.
- 2.4.6.2.5 Customer Service - Customer Service Hours will be 24/7/365(6) answered by a person, not an automated/recorded response.
- 2.4.6.2.6 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor's service or personnel as they relate to call processing. The Complaint Resolution Plan is a deliverable and must be approved for the project by the State PM. Any changes after the State's initial acceptance must have mutual approval by the State PM and Contractor before initiation. The following processes are also to be included in the Complaint Resolution Plan:
- A. Customer Information Regarding Complaint Procedure – The Contractor's procedures shall be included in all Contractor outreach material.

- B. Complaint Reporting - Complaints are to include customer contact information if given, Operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information received regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Maryland RTT Account Manager, a copy kept on file at the RCC Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- C. Multiple Complaints During One Contact – If a RCC customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
- D. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will be documented including the original complaint, all follow up information, and forwarded to the State PM as the Contractor’s follow-up steps occur.
- E. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter from RCC Customer Service to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

### **2.4.6.3 Training Manuals and Procedures**

2.4.6.3.1 Contractor shall provide a copy of their training manual and training procedures. The documents shall be provided at the Kick-off Meeting and as updates are made to training and procedures. The updates shall be provided throughout the term of the contract.

2.4.6.3.2 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.

2.4.6.3.3 Emergency Policy and Procedures - The Contractor shall have in place a policy for handling hotline calls that it receives.

2.4.6.3.4 Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.

2.4.6.3.5 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and QoS or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.

2.4.6.3.6 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance with the deliverables in the Transition Milestone provided by the Contractor.

### **2.4.6.4 Staffing**

2.4.6.4.1 Account Liaison/Manager – At least one liaison to represent the Contractor’s company who has full power and authority to ensure compliance of all departments and areas within the Contractor’s company. This person shall be senior management level and not located within the RCC Center. The Account Liaison shall be available to the State at any time by phone, email or in person.

2.4.6.4.2 Senior Management Representative- at least one person from each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland RCC.

2.4.6.4.3 Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although these representative(s) shall be prepared to support the contract at any location in Maryland.

2.4.6.4.4 This staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

#### **2.4.6.5 Customer Confidentiality**

2.4.6.5.1 The Contractor shall provide the policies or information noted below within thirty (30) calendar days of the Kick-off meeting:

2.4.6.5.2 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy. A copy of the confidentiality policy shall be provided to the PM at the Kick-off Meeting. Updated policies shall be provided within 48 hours.

2.4.6.5.3 Consumers will be provided a copy of this policy upon request.

2.4.6.5.4 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An Operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed. All violations shall be reported to the State PM monthly

2.4.6.5.5 Collection of Confidential Information - The Contractor shall be restricted to collecting only that personal information necessary to provide RCC being rendered. This information shall not be used or shared outside those associated with the State contract for any other purpose.

2.4.6.5.6 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency to exist by threatening the Operator or RCC Center, names and specific information may be disclosed by the Operator to a Supervisor to address expeditiously the situation.

#### **2.4.6.6 Quality Assurance**

2.4.6.6.1 The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results.

2.4.6.6.2 The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the RCC Center/stations to improve the quality of service provided by Maryland RCC users.

2.4.6.6.3 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.

2.4.6.6.4 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to the release, and have complete access to all results in summary and detail format.

2.4.6.6.5 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.

#### 2.4.6.7 Reporting

2.4.6.7.1 Reporting Requirements. Reports shall be provided to the State PM in hard copy format plus one set on CD-ROM using Microsoft Office products or other State acceptable format. All reports are to be delivered to the State PM no later than the 15th calendar day following the month of service or on the next working day if the 15th falls on a weekend or holiday.

2.4.6.7.2 All reports shall become the property of the State, e.g., not copyrighted by the provider, and shall become public record. In addition to periodic, ad hoc or other reports as requested by the State, the Contractor shall provide the following reports shown below, which shall be presented in both tabular and graphic format unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.

2.4.6.7.3 All reports concerning Maryland RCC calls shall be Maryland specific only. Reports are to be based on MD CDRs only and will be audited by the state upon request. No national averages, calls based on ESN or any weighted averages are permitted. Non-Maryland reporting may only be submitted with the expressed approval of the PM.

2.4.6.7.4 All reports provided for GABTR or other open meetings must be provide in alternate format, to include but not limited, to large print and Braille upon request with two weeks' notice.

2.4.6.7.5 When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the State will give at least thirty (30) calendar days' notice before the date the report is due. The Contractor shall provide, upon the request of the State PM, the State with professional interpretation, analysis and explanation of any reports provided. Within two months after award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports requested.

2.4.6.7.6 Monthly Complaint/Contact Reports - Monthly reports shall be a summary of all daily incident/complaints/compliments by category. Categories shall be reviewed and approved by the PM. Any complaints in direct Violation of 47 C.F.R. Part 64 shall be identified as such.

2.4.6.7.7 Monthly Reports shall contain the information below as well as the information listed in narrative form in Appendix I.

- A. Summary of RCC Session & Conversation Minutes
- B. Minutes Reimbursed by the TRS Fund
- C. Percent of Service level on Daily basis
- D. Customer Contact
- E. Call Detail Record
- F. NPA/NXX Call Reports

- G. Cumulative Monthly Service Interruption Report (By incident, time and duration)
- H. Daily Blockage

2.4.6.7.8 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up to fifty (50) additional reports (over and above the Reports noted in Section 3.4.10) over the life of the contract. This is for entirely new reports other than those shown below.

#### 2.4.7 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- B. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

## 2.5 Deliverables

### 2.5.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.5.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead-time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.5.3 Minimum Deliverable Quality**.

### 2.5.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.5.4 Deliverable Descriptions/Acceptance Criteria**.

- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon period for correction.

**2.5.3 Minimum Deliverable Quality**

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

Each deliverable shall meet the following minimum acceptance criteria:

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

**2.5.4 Deliverable Descriptions**

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

**Table 1: Deliverables**

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
<b>All Service Types</b>		
Kick-off Meeting	Initial meeting with DoIT Project Management to understand and communicate timeline, requirements and transfer documentation.	NTP + ten (10) calendar days after contract award

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
	MS Power Point Presentation that provides information that addresses the requirements.	
Final Transition Plan	Microsoft Word document that provides information that addresses the Transition requirements.	Ten (10) calendar days after Kick-off meeting
Training Plan	Microsoft Word that shall address: Staff Training Plan Training Schedule Training Procedures for Emergency Calls Handled by Remote Centers Emergency Policy and Procedures Training for Hot-line Calls	Updates provided to State PM as changes are made.
Complaint Resolution Plan	Microsoft Word document that contains: Procedures for collecting and handling complaints, inquiries, Comments regarding the Contractor's service or personnel as they relate to call processing.	Within thirty (30) calendar days of the Kick-off Meeting.
Operator Policies and Procedures Manual	Microsoft Word document that details the operator policies and procedures for each service type.	Within fifteen (15) calendar days after Kick-off Meeting
Confidentiality Policy	Microsoft Word document that contains the policy for call content privacy.	Within thirty (30) calendar days of the Kick-off meeting.  A copy of the confidentiality policy shall be provided to users upon request.
Violation of Confidentiality Policy	Microsoft Word document that contains the policy for reviewing alleged violations of confidentiality.	Within thirty (30) calendar days of the Kick-off meeting.

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
Project Management Plan (PMP)	MS Word Document that will include: Project Management Body of Knowledge (PMBOK) Areas including Staffing Plan, Risk Management, and Contract Management PMP shall be compliant with Maryland SDLC. Additionally, PMP will include a WBS and schedule demonstrating Project Plan and Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, and Resources.	Draft PMP provided at Kick-off Meeting. Final PMP provided within ten (10) calendar days after the Kick-off Meeting.
Communication and Contact Plan	MS Word document that will include the following: Contact Information Contingency Communication and Contact Plan with detailed information.	Provided at Kick-off Meeting. Updates as requested.
Process all Maryland Relay Calls during Transition	The Contractor shall assume responsibility for the Maryland Relay Calls by providing all services beginning no later than NTP. The Contractor may process all Maryland Relay Calls through any of its other centers during the transition period up to ninety (90) calendar days after execution of the contract by the State in addition to a NTP provided by the State Project Manager.	90% of all Maryland Relay Calls must be processed through the Maryland Primary Relay Center no later than the ninety (90) calendar days indicated.
Setup Tasks	Draft Transition and Setup Plan submitted with proposal. H/W, S/W, and Telecommunication Setup. Create Security identification(s), Security Access and Update System Administration. Establish TSP Level 3, which is applicable to the new center, and/or document the current. TSP Level 3 that is current in the Primary Center. Obtain badges for all Relay Center employees from MEMA/Local Emergency Management. Initial facility walk-thru for DoIT. End-to-End Performance Testing. Complete all background checks for Relay Center employees.	Thirty (30) calendar days prior to processing Maryland Relay calls.

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
Quality Assurance Plan	Microsoft Word document that contains Quality Assurance plan for all service types.	At Kick-off Meeting
Final Disaster Recovery Plan and Escalation.	MS Word document that shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information.	Within ten (10) calendar days after Kick-off Meeting. Updates are provided annually or as changes are made.
Quality Assurance Testing	Contractor shall perform its own internal quality assurance testing.	Monthly on the 15th after service is started.
Quality Assurance Testing Updates	Microsoft Word document that contains any testing plan updates.	As updates are made and submitted throughout the term of the Contract
Annual Customer Survey	Microsoft Word document that contains the result of the survey.	Annually. Date to be provided by State.
Security Plan	Microsoft Word document that is inclusive of Facility/Physical security, Disaster Recovery Plan, backups, and System Security.	Submitted ten (10) calendar days after Kick-off Meeting.
Annual Emergency Shutdown and Evacuation of Relay Center Testing	A performance and evaluation report of the emergency shutdown and evacuation process (including timing) will be provided as a post-mortem of semi-each annual test.	Semi-Annually. Date to be approved by State.
Outreach and Advertising	Weekly Meetings with Dedicated Outreach/Public Relations Position at no less than weekly.	Weekly meetings
Documentation of all customer complaints	In accordance with Complaint Resolution Plan.	Within 24 hours of customer complaint. (ongoing).

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
Technical and Business Support		Every two weeks, monthly, quarterly, and annually (with surveys and reports as applicable) for the position, or less often as requested by the State Project Manager of customer complaint..
Written Customer Complaint Follow-Up.	In accordance with Complaint Resolution Plan	Specific to each complaint.
Required Monthly Reports	Required Monthly Reports and Appendix 3.	Monthly reports are due by the 15th of the month following the month of service activity
Miscellaneous Required Reports	At request of State Project Manager	TBD
Changes to Emergency Procedures	Documentation shall be in Microsoft Word.	No less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures
Upgrade Plan for Network Standards and QoS	Written plan shall be in Microsoft Word	As changes are identified and made.
Written Report of Disaster Incident or Event	Written plan shall be in Microsoft Word	Within two (2) calendar days of resumption of operation
Escalation of Issues	Documentation shall be in Microsoft Word.	As each step of escalation occurs, the State PM will be kept informed in writing.

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
Notification of Disaster to the State with written report of incident or event relating to a Disaster	Written report shall be in Microsoft Word and contain: how and when each event occurred, what was required to correct it, and Time and date when the Maryland Relay resumed full operation.	Notification within 15 minutes of any event. Written report within two (2) calendar days of resumption of service.
Updates to Training Materials	Microsoft Word document provided when: Updates to Training Plans Updates to Training Materials Updates to Training Procedures for Emergency Call	As needed.
Training Schedule	Microsoft Word or Excel that documents training information including date, time, training, instructor, and method of instruction in compliance with Section 3.2.18.2.	As training is scheduled.
Transition Plan for Transition to State or State Agent.	In compliance with requirements	One year prior to the end of the Contract
<b>TRS Only</b>		
Testing Plan for English Grammar	Microsoft Word document	Within thirty (30) calendar days after Kick-off Meeting. Results of testing as new hires come on-board.
Testing Plan for Spelling Skill Level	Microsoft Word document	Within thirty (30) calendar days after Kick-off Meeting. Results of testing as new hires come on-board.
Translation/Interpretation – ASL and Translator/Interpreter Guidelines	Microsoft Word of Translation / Interpretation (ASL) American Sign Language and Translator/Interpreter Guidelines document.	Within thirty (30) calendar days after the Kick-off Meeting

<b>Deliverable/Milestone</b>	<b>Description</b>	<b>Due Date</b>
Translator/Interpreter Test	Microsoft Word that shall be developed in coordination with interpreting professionals	Within thirty (30) calendar days of the Kick-off meeting.
Public Safety Answering Point (PSAP) Verification		Minimum of every six (6) months or immediately when any change is made to the PSAP and N-1-1 lists.

**2.6 Service Level Agreement**

- A. A “Problem” is defined as any situation or issue reported via an email to the Contract Monitor and Project Manager that is related to the service.
- B. “Problem resolution time” is defined as the period from when the email or phone call is received to when it is resolved.

The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the support of all service types (TRS, CTS, RCC and RTT).

It is important that the Offeror and the State enter into a contractual relationship that succinctly defines SLA agreements and commitments. It is the intent of this section to define the minimum SLA criteria that is required by the State. The Offeror shall detail in their Proposal its understanding of and compliance with the minimum SLA criteria, including how the Offeror will comply. The Offeror shall consider carefully the resources that will be required to meet these SLAs.

Liquidated damages will be assessed for all noted services.

**2.6.1.1 Service Standards**

2.6.1.1.1 If the Contractor transfers any calls outside the Primary Relay Center, the Contractor shall document the event, to the States’ satisfaction, the reason the call was transferred.

2.6.1.1.2 If calls are transferred out of the Maryland Primary Relay Center without documentation that is acceptable to the State, liquidated damages may be assessed in accordance with Sections 2.6.2 and 3.4. Liquidated Damages are based on all Maryland Relay Calls (See Section 1.2-Abbreviations and Definitions No. 38-Maryland Relay Call).

2.6.1.1.3 ASL Translation/Interpretation - ASL Translation/Interpretation is the default for ASL inbound or outbound users unless otherwise specifically directed by the Relay user.

2.6.1.1.4 Requesting Translator/Interpreter - Either the inbound or the outbound caller may request an ASL translation/interpretation.

2.6.1.1.5 Summoning a Translator/Interpreter- The Contractor shall ensure that the translator/interpreter can be summoned electronically directly by an Operator without going through a third party in an expeditious and efficient manner from anywhere in the Relay Center.

2.6.1.1.6 Keeping the Parties Informed - Both the inbound and outbound caller shall be kept informed that the translator/interpreter has been summoned, have the right to refuse the translation/interpretation at any time, and be informed of any delays in obtaining a translator/interpreter.

2.6.1.1.7 Refusal of Translator/Interpreter - If either party refuses the translator/interpreter, the Operator shall relay that information and any ensuing conversation between the two parties regarding the translation/interpretation.

2.6.1.1.8 Translator/Interpreter Response Time - The Relay Center shall be staffed with sufficient ASL translators/interpreters so that users do not wait more than one (1) minute for a translator/interpreter. All calls failing to meet this requirement may be assessed liquidated damages as defined in Sections 2.6.2 and 3.4.

2.6.1.1.9 Keeping the User Informed of Delays - If a delay is unavoidable due to an unusually high amount of translated/interpreted calls, both parties are to be asked if they would like to proceed without translation. All parties are to be made aware of all discussion.

2.6.1.1.10 Reporting Inability or Delays in Obtaining Translator/Interpreter to the Contractor’s Department - The State PM shall be informed of all instances of calls proceeding without translation/interpretation because of delay. In addition, all delays in obtaining a translator/ interpreter in excess of 90 seconds from time of request will be reported to the State PM within 4 hours along with an explanation of the measures being taken to remedy the situation.

**2.6.2 Service Level Metrics**

<b>Service Level Metric</b>	<b>Service Type</b>	<b>Measure</b>	<b>Withholding</b>
Provision of all Service Types	All	Service shall start later 90 days after NTP.	Contractor may be assessed liquidated damages equal to the amount of \$10,000 per day for every day after midnight until full service begins.
Service Reliability - The Contractor shall provide an unrestricted, 24 hours/7 days/week RCC- Available when scheduled	TRS CTS RTT RCC	Based on Monthly service interruption report.	Up to 6% of monthly invoice as follows: < 99 % and > 98% Service unavailability – 1% < or = 98% and > 96% Service unavailability – 3% < or = 96% Service unavailability – 6%
Daily Average Speed of Answer – The Contractor shall meet the daily ASA requirements	TRS CTS RTT	As reported in Monthly Report	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month, for each call in violation of the daily ASA, for its failure to meet this requirement.
Calls Transferred Out of the Maryland Center – The Contractor shall meet the requirement of calls to be handled in the Maryland Relay Center.	TRS	As reported in Monthly Report	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation.

Service Level Metric	Service Type	Measure	Withholding
<p>Daily Blockage – The Contractor shall meet the Daily Blockage requirement as defined in Section 3.2.13.3. For each call for which the busy signal requirement is not met or the inbound caller waits longer than 90 seconds before the call is delivered to the operator station.</p>	<p>TRS, CTS, and RTT</p>	<p>As reported in Monthly Report in (Daily Delayed Calls Report.)</p>	<p>Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation of the Daily Blockage.</p>
<p>Spelling Accuracy - The Contractor shall meet the requirement that calls Relayed shall be accurate</p>	<p>TRS</p>	<p>A sample monthly testing may occur measuring the percentage of calls Relayed accurately. All Quality Assurance tested calls in excess of the 5% allowable error rate. Measured by Independent Quality Assurance on Quarterly basis.</p>	<p>Contractor may be assessed liquidated damages at the rate of the average length of call for that month’s bill multiplied by the cost per minute for that month for all calls failing to meet this requirement.</p>
<p>Verbatim – The Contractor shall meet the requirement of calls that shall be Relayed verbatim</p>	<p>TRS</p>	<p>As measured by Independent Quality Assurance on Quarterly basis. All Quality Assurance tested calls may be assessed liquidated damages.</p>	<p>Contractor may be assessed liquidated damages at the rate of the average session minutes per month for each call multiplied by the cost per minute for that month for all calls failing to meet this requirement.</p>

Service Level Metric	Service Type	Measure	Withholding
Typing Speed - The Contractor shall meet the typing speed requirement	TRS	All Quality Assurance tested calls in excess of the allowable error rate may result in being assessed liquidated damages. Measured by Quality Assurance on Quarterly basis.	Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill (in which the assessment is done) multiplied by the cost per minute for that month for all calls failing to meet this requirement.
ASL Translation/Interpretation – The Contractor shall meet the requirement of an ASL translator/interpreter staffed 24/7/365	TRS	Each reported incident.	Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month for all minutes failing to meet this requirement.
ASL Translation/Interpretation – The Contractor shall meet the requirement of an ASL translator/interpreter arriving at the operator station and beginning to assist users	TRS	Each reported incident	Contractor may be assessed liquidated damages: Up to 6% of monthly invoice as follows: < 99 % and > 98% Service unavailability – 1% < or = 98% and > 96% Service unavailability – 3% < or = 96% Service unavailability – 6%

### 3 Contractor Requirements: General

#### 3.1 Contract Transition-In

- 3.1.1 The Contractor shall complete transition and start providing all services beginning no later than ninety (90) days after NTP. .
- 3.1.2 The Contractor may process all Maryland Relay Calls through any of its other centers during the transition period up to ninety (90) calendar days after execution of the contract by the State in addition to a Notice to Proceed provided by the State Project Manager.
- 3.1.3 All services shall be processed through the Maryland Primary Relay Center no later than the ninety (90) calendar days indicated. Inability to process through the Maryland Primary Relay Center and/or meet the specified requirements by the end of the ninety (90) calendar days, or anytime thereafter, may result in liquidated damages assessed in accordance with the contract; however, calls during the transition period up to the ninety (90) calendar days are not subject to liquidated damages as noted in this RFP's Section 3.4-Liquidated Damages.

#### 3.1.4 Contract Start-up Transition.

**3.1.4.1** The Contractor shall have a Contract Start-up Transition Plan for transitioning service from the incumbent to the Contractor's network to provide services, and that also builds into the timetable up to fourteen (14) calendar days for the State to complete an 'acceptance review' before a cut-over to the new service would actually take place.

**3.1.4.2** Transition shall be finalized with all end-to-end review and performance testing completed and accepted by the State within the ninety (90) calendar days.

**3.1.4.3** The Transition Plan from the Contractor's original proposed solution to the RFP is the Draft Transition Plan to be utilized at the contract's Kick-off Meeting that is to be held within ten (10) calendar days after contract award. (The award process includes processing through the Maryland Board of Public Works and the Department of Information Technology.)

**3.1.4.4** The Draft Transition plan shall be discussed at the Kick-off Meeting and the Contractor shall submit a final version that encompasses the State requested changes no later than ten (10) calendar days after the meeting, to the State PM. The State PM must approve the plan prior to the plan being implemented.

**3.1.4.5** To provide good communication for Transition and the ongoing management of the project, the Contractor shall provide, at the Kick-off Meeting, Management Contact Information to include: a list of names and contact information for the senior management persons who have the authority to make decisions for the Contractor for each department/division of the Contractor's company that is involved in the provision of Maryland Relay specifically and TRS in general.

**3.1.4.6** In addition, the list shall also contain all contact information for key Contractor staff involved in the ongoing management and/or transition of the project. The State reserves the right to contact the staff in these positions, and contact will be at the discretion of the State PM. Any changes in personnel in these positions will be reported in writing to the State PM within ten (10) calendar days of a change.

**3.1.4.7** The Contractor shall provide, at the Kick-off Meeting, the State PM with a list of all of its Operator numbers (the Operator's assigned identification instead of the actual Operator's personal name) and the Center in which each Operator works.

**3.1.4.8** The Contractor shall keep this list current and any changes, additions, or deletions to this list shall be submitted to the State PM within fifteen (15) calendar days.

**3.1.4.9** The Contractor shall include in the Transition Plan a time-line with critical dates for major steps in the implementation process from contract award through full implementation.

**3.1.4.10** The Transition Plan documenting the transition from the Incumbent Contractor to the new Contractor's network shall include, but not be limited to, the following:

- A. Address all legal regulations and requirements;
- B. Obtain office space, furniture, equipment, telephone and data line;
- C. Transfer and organization of documentation;
- D. Transfer of electronic data, such as User Preference Data;
- E. Establish or terminate contracts for other services;
- F. Enable or disable of logon IDs for the User Preference Database
- G. Train staff and position them for implementation;
- H. Risk analyses and proposed solution(s), and assessment(s) for the transition;
- I. Documentation of the Plan for the Transfer of calls to/from existing Relay Centers;
- J. End-To-End Performance Testing Period (See Section 3.1.5);
- K. Obtain badges from the State Emergency Management Agency or other related entity in any other state where Maryland Relay Calls will be processed (to allow for unrestricted access//travel) during emergencies;
- L. Hardware and/or Software Tools;
- M. Hardware and Software platforms utilized; and
- N. Staff resources and responsibilities to include State Staff responsibilities (as approved by the State PM).

**3.1.5 End-To-End Performance Test Period.**

3.1.6 The end-to-end performance test period will begin during the transition period. The Contractor shall transition services only after obtaining express, written approval from the State PM of a successful Performance Test period.

3.1.7 The end-to-end performance test period shall be to test complete business processes as required for the utmost reliability of the Relay Center, and shall include, but not be limited to:

- A. Testing with existing system applications and services as appropriate;
- B. Validate system set-up for transactions and user access;
- C. Confirm use of system in performing business processes;
- D. Verify performance of business critical functions;
- E. Confirm integrity of business/call process, data, services, security, and end-products;
- F. Verify all requirements of the RFP have been met;
- G. Rate of errors or failures; and
- H. Test processes and procedures

**3.2 End of Contract Transition**

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to [60] days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
- A. Provide additional services and/or support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Contract at the required level of proficiency;
  - C. Provide updated System Documentation, as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan [120 Business Days] in advance of Contract end date.
  - B. The Transition-Out Plan shall address at a minimum the following areas:
    - 1) Any staffing concerns/issues related to the closeout of the Contract;
    - 2) Communications and reporting process between the Contractor, the Department and the Contract Monitor;
    - 3) Security and system access review and closeout;
    - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
    - 5) Any final training/orientation of Department staff;
    - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
    - 7) Knowledge transfer, to include:
      - a) A working knowledge of the current system environments as well as the general business practices of the Department;
      - b) Review with the Department the procedures and practices that support the business process and current system environments;
      - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
      - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;

- e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
  - 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
  - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Contract as described in next section.

### **3.3 Invoicing**

#### **3.3.1 Definitions**

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### **3.3.2 General**

**3.3.2.1** All invoices shall be submitted monthly no later than fifteen (15) calendar days after the end of the invoice period and include the following information: Contractor’s name, remittance address (Brenda Kelly-Frey, 301 W Preston St Suite 1008A Baltimore, MD 21201), federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

#### **3.3.2.2 Invoicing for:**

3.3.2.2.1 Minutes shall be based on six-second intervals as defined in Section 1.2. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

#### **3.3.2.3 Each invoice shall be itemized to include:**

3.3.2.3.1 A Summary Page with the total monthly billing by Functional Area for which the invoice was submitted.

3.3.2.3.2 Detail Summary – The Contractor shall submit the following monthly reports prior to or at the same time as the invoices. Reports received after invoices will cause delays in payment as they provide the detailed summary information required to validate the invoices.

- D. TRS Detail - Submit the Traffic Reports that include detailed information required to validate the invoice.
- E. Caption Telephone Services Detail – Submit the Monthly Reports that include detailed information required to validate the invoice.
- F. RTT Detail- Submit the Monthly Reports that include detailed information required to validate the invoice.
- G. RCC Detail- Submit the Monthly Reports that include detailed information required to validate the invoice.

**3.3.2.4** Invoices for final payment for the entire contract shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under any Purchase Order and the contract. Unless there is prior express, written approval by the State to do so, or the Contractor can document to the Project Manager’s satisfaction an extreme or emergency event, in no event shall any invoices be submitted later than sixty (60) calendar days after the contract termination/expiration date.

### **3.3.3 Travel Reimbursement**

Travel will not be reimbursed under this RFP.

## **3.4 Liquidated Damages**

MBE Liquidated damages are identified in **Attachment M**.

If the Contractor fails to provide the requested services within the time specified in Section 2.6 Service Level Agreement, the State may assess liquidated damages as provided below and in the Service Level Metrics table in Section 2.6.2

Transition - The Contractor shall transition service as specified in Section 3.1. The Contractor may be assessed liquidated damages at rates equal to the cost of continuance of service by the incumbent Contractor for delays in transition of Relay Service; however, performance during the transition period up to the ninety (90) calendar days are not subject to liquidated damages.

The Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option, for the amount due to the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

## **3.5 Insurance Requirements**

3.5.1 The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.5.2 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury of and \$3,000,000 aggregate. The minimum limits required herein may be satisfied through any combination of primary and/or umbrella/excess liability policies.

- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
  - C. Employee Theft Insurance - \$1,000,000 per occurrence, the State of Maryland and the Department should be added as a “loss payee.”
  - D. Worker’s Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act. Coverage must be valid in all states where work is performed. One million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage).
- 3.5.3 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.5.4 All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.5.5 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to do business in the State.
- 3.5.6 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually or as otherwise directed by the Contract Monitor.

**3.5.7 Cyber Risk/Data Breach Insurance**

The Contractor shall possess and maintain throughout the term of the awarded contract and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$ one million (1,000,000) per claim. Any “insured vs. insured” exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor’s duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**3.5.8 Subcontractor Insurance**

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

**3.6 Security Requirements**

**3.6.1 Employee Identification**

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, said Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

### **3.6.2 Criminal Background Check**

- A. The Contractor shall have a State and federal criminal background investigation performed for all Contractor employees, agents, and subcontractors performing services under the State contract prior to the commencement of any work under the State contract. This check may be performed by a public or private entity. The criminal background investigations will be conducted at the Contractor's expense. Even if a criminal background investigation has been obtained pursuant to a prior agreement with the State, a new one shall be performed for each individual providing service under the State contract.
- B. The Contractor has the responsibility of reporting to the State any positive criminal history of any Contractor employee, agent, or subcontractor as soon as this information becomes available. The Contractor shall perform annual updates on their criminal background investigation for all Contractor employees, agents, and subcontractors performing services under the State contract.
- C. Persons with a criminal record may not perform services under this Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - 6) a crime of violence as defined in CL § 14-101(a).

- E. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by this Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises

### **3.7 Problem Escalation Procedure**

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

### **3.8 Substitution of Personnel**

#### **3.8.1 Continuous Performance of Contractor Personnel**

- A. Contractor Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Project Manager or specified in the Contract, Contractor Personnel shall be assigned to the State of Maryland as a dedicated resource.

- B. Contractor Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Contractor Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Project Manager.
- C. The provisions of this section apply to Contractor Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

### 3.8.2 Definitions

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

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

### 3.8.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution.

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

### 3.8.4 Replacement Circumstances

- A. Contractor Personnel Replacement

To replace any Contractor Personnel in a circumstance other than as described below, including transfers and promotions, the Contractor shall submit a substitution request to the Project Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Project Manager approves the substitution in writing.

- B. Contractor Personnel Replacement Due to Vacancy
- 1) The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement.)
  - 2) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph **3.9.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- C. Contractor Personnel Replacement Due to an Indeterminate Absence
- 1) If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Project Manager as required under paragraph **3.9.3**.
  - 2) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Project Manager the Project Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
- D. Directed Personnel Replacement
- 1) The Project Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Project Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation.
  - 2) If deemed appropriate in the discretion of the Project Manager, the Project Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Project Manager. If the Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Project Manager within five (5) days, or in the timeframe set forth by the Project Manager in writing.
  - 3) Should performance issues persist despite an approved Remediation Plan, the Project Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

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

### 3.8.5 Substitution Prior to and Within 30 Days after Contract Execution

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

## 3.9 Minority Business Enterprise Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE

participation and make them available for State inspection for three years after final completion of the Contract.

- E. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **3.10 Veteran Small Business Enterprise Reports**

There is no VSBE goal for this solicitation.

### **3.11 Change Control and Advance Notice**

Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may affect service availability and performance.

### **3.12 No-Cost Extensions**

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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## 4 Procurement Instructions

### 4.1 Pre-Proposal Conference

- 4.1.1 A pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMM**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per vendor.

### 4.2 eMaryland Marketplace

- 4.2.1 eMaryland Marketplace (eMM) is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### 4.3 Questions

- 4.3.1 All questions shall identify in the subject line the Solicitation Number and Title (F50B9400020 - Telecommunications Relay and Captioned Telephone Services) and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

#### 4.5 Proposal Due Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### 4.6 Multiple or Alternate Proposals

- 4.6.1 Multiple and/or alternate Proposals will not be accepted.

#### 4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

#### 4.8 Public Information Act Notice

- 4.8.1 An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

#### 4.9 Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

#### 4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

#### 4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### 4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

#### 4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A (4).

#### 4.14 Incurred Expenses

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

#### 4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of Title 15, Subtitle 2 of State Finance and Procurement Article of the Maryland Code and COMAR 21.10 (Administrative and Civil Remedies).

#### 4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the Contractor shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3 If an Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, and letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### 4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating an Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

#### 4.18 Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### 4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### 4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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

#### 4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, on 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror’s failure to complete registration with SDAT may disqualify a Contractor from final consideration and recommendation for Contract award.

#### 4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

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

#### 4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, an Offeror, if selected for award:

4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

- 4.23.2 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

#### **4.24 Prompt Payment Policy**

This TO Agreement is subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. A TO Contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under the TO Agreement within 10 days after the TO Contractor receives a progress payment or final payment for work under this TO Agreement.

If a TO Contractor fails to make payment within the period prescribed above, a subcontractor may request a remedy in accordance with COMAR 21.10.08.

A TO Contractor shall include in its subcontracts for work under this TO Agreement, wording that incorporates the provisions, duties and obligations of §A-D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

#### **4.25 Electronic Procurements Authorized**

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, and Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract, which are specifically authorized under the solicitation, or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
- 1) The RFP
  - 2) Any amendments and requests for best and final offers
  - 3) Pre-Proposal conference documents
  - 4) Questions and responses

- 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror
  - 6) Notices of award selection or non-selection; and
  - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. An Offeror or potential Offeror may use e-mail to:
- 1) Submit proposals;
  - 2) Ask questions regarding the solicitation;
  - 3) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer and;
  - 4) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Filing of protests;
  - B. Filing of Contract claims;
  - C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
  - D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6 Any e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

## 4.26 MBE Participation Goal

### 4.26.1 Establishment of Goal and Subgoals

- 4.26.2 An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.
- 4.26.3 Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- 4.26.4 By submitting a response to this solicitation, the bidder or offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
- 4.26.5 Attachments **D-1** to **D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

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

An Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- A. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- C. An Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

***If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.***

- 4.26.6 Offerors are responsible for verifying that each MBE (including any MBE prime and/or MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 4.26.7 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.
  - A. Outreach Efforts Compliance Statement (Attachment D-2);
  - B. MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
  - C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
  - D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

*If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.*

- 4.26.8 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- 4.26.9 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.10 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).
- 4.26.11 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.
- 4.26.12 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

#### **4.27 VSBE Goal**

There is no VSBE participation goal for this procurement.

#### **4.28 Living Wage Requirements**

- 4.28.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, §§ 18-101 et seq. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- A. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>
  - B. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to be not responsible under State law.
  - C. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
  - D. The Offeror shall identify in the Proposal the location from which services will be provided.  
**NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

#### 4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

#### 4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H**, Conflict of Interest Affidavit and Disclosure.
- 4.30.2 Additionally, Contractors have an ongoing obligation to ensure that any necessary Contractor Personnel or subcontractor personnel have completed such agreements prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

- 4.30.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.30.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

#### 4.31 Non-Disclosure Agreement

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

#### 4.32 HIPAA Business Associate Agreement

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

#### 4.33 Nonvisual Access

- 4.33.1 By submitting a Proposal in response to this RFP, an Offeror, if selected for award: Warrants that any Information Technology offered under the Proposal will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA. Note that the State's Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.
- 4.33.2 The Contractor warrants that the Information Technology to be provided under the Contract:
- A. Provides equivalent access for effective use by both visual and non-visual means;
  - B. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
  - C. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
  - D. Is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.
- 4.33.3 The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output. The Maryland IT Nonvisual Access standards can be found at: [www.doit.maryland.gov/policies/pages/nva.aspx](http://www.doit.maryland.gov/policies/pages/nva.aspx).

#### 4.34 Location of the Performances of Services Disclosure

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

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## 5 Proposal Format

### 5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

### 5.2 Proposal Packaging and Delivery

5.2.1 Proposals delivered by facsimile shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals by electronic means as described.

- A. Electronic means includes e-mail to the Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.2.4 E-mail submissions

- A. All Proposal files sent via e-mail shall be sent with password protection.
- B. The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Time stamps on outgoing email from Master Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to Proposals received electronically: all Technical and Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to DoIT upon request or their Proposal will be deemed not susceptible for award. Subsequent submissions of Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the RFP F50B9400020 and either "Technical" or "Financial."

5.2.5 Two Part Submission:

- A. Technical Proposal consisting of:
  - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,

- 2) the Technical Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.8**), and
- B. Financial Proposal consisting of:
- 1) Financial Proposal and all supporting material in MS Word format,
  - 2) Financial Proposal in searchable Adobe PDF format,
  - 3) Second searchable Adobe copy of the Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.8**).

### 5.3 Volume I - Technical Proposal

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

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:
- A. Title Page and Table of Contents (Submit under TAB A)
- The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
- B. Claim of Confidentiality (If applicable, submit under TAB A-1)
- Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.
- C. Proposer Information Sheet and Transmittal Letter (Submit under TAB B)
- The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP, and contain acknowledgement of all addenda to this RFP issued before the Proposal due date.
- D. Executive Summary (Submit under TAB C)
- The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State.

**Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (**Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
- 2) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 3) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal
- 4) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.7**.
- 6) The Offeror shall include an SLA in its Proposal as identified in **Section 2.6**.
- 7) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section [enter applicable subsection number(s)] working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the qualifications and types of staff proposed under the Contract.

Offeror shall submit resumes for all proposed staff.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.

Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section. **Offerors be aware of restrictions on substitution of Contractor Personnel prior to RFP award** (see Substitution Prior to and Within 30 Days after Contract Execution in **Section 3.11.5**).

The Offeror shall provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

- 1) The number of years the Offeror has provided the similar services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

I. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

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

**J. List of Current or Prior State Contracts (Submit under TAB I)**

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

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

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

**K. Financial Capability (Submit under TAB J)**

An Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

**L. Certificate(s) of Insurance (Submit under TAB K)**

The Offeror shall provide a copy of its current certificate(s) of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.5**.

**M. Subcontractors (Submit under TAB L)**

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting any MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how, each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

**N. Legal Action Summary (Submit under TAB M)**

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

**O. Technical Proposal - Required Forms and Certifications (Submit under TAB O)**

- 1) All forms required for the Technical Proposal are identified in Table 2 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP.
  - a) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
  - b) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
    - i) Third-party POC name and alternate for verification

- ii) Third-party POC mailing address
- iii) Third-party POC telephone number
- iv) Third-party POC email address
- v) If available, a Re-Seller Identifier

#### **5.4 Volume II – Financial Proposal**

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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## 6 Evaluation and Selection Process

### 6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Offeror's Technical Response to Requirements and Work Plan (See Section 5.3.2.F)

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals, which include limited responses to work requirements such as "concur or will comply", will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Experience and Qualifications of Proposed Staff (See Section 5.3.2.G)

6.2.3 Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

#### 6.2.4 Offeror Qualifications and Capabilities, including proposed subcontractors (See Section 5.3.2.H)

### 6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.5.2.D) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

### 6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the goods and services required under this RFP is in another state.
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 6.5 Selection Procedures

### 6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method described in COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 6.5.2 Selection Process Sequence

- A. If there is an MBE goal, a determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to evaluate further the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, a Best and Final Offers (BAFO). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.9 (Substitution of Personnel).**

### 6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with than financial factors.

## **6.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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## 7 RFP ATTACHMENTS AND APPENDICES

### Instructions Page

A Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 2 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in Table 2. Forms that are not applicable are greyed out.

For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 2 below.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award.

**Table 2: RFP Attachments and Appendices**

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Proposal Affidavit
With Proposal	D	MBE Forms D1A
10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
N/A	E	VSBE Forms E-2, E-3
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure
5 Business Days after recommended award	I	Non-Disclosure Agreement (Contractor)
N/A	J	HIPAA Business Associate Agreement
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure

When to Submit	Label	Attachment Name
5 Business Days after recommended award	M	Contract
5 Business Days after recommended award	N	Contract Affidavit
N/A	O	DHR Hiring Agreement
With Proposal	2	Offeror Information Sheet
See Deliverables Table	3	Monthly Report Format (TRS and CTS)
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
10 Business Days after recommended award		PEP; 1 copy

**Attachment A. Pre-Proposal Conference Response Form**

**Solicitation Number F50B9400020**

Telecommunications Relay and Captioned Telephone Services

A Pre-proposal conference will be held on March 28, 2019, at Department of Information Technology; 301 West Preston Street (Suite 1008A); Baltimore, MD 21201.

Please return this form by March 22, 2019, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Dapheny McCray  
DoIT  
E-mail: Dapheny.mccray1@maryland.gov

Please indicate:

- \_\_\_\_\_ Yes, the following representatives will attend.  
Attendees (Check the RFP for limits to the number of attendees allowed):  
1.  
2.  
3.
- \_\_\_\_\_ No, we will not attend.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 "Pre-proposal conference"):

Offeror: \_\_\_\_\_  
*Offeror Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

**Directions to the Pre-Proposal Conference**

95 North/95 South to 395-North; Martin Luther King Jr. Boulevard to N. Eutaw Street to W. Preston Street.

295 North/295 South to Russell Street to Martin Luther King Jr. Boulevard to N. Eutaw Street to W. Preston Street.

## Attachment B. Financial Proposal Instructions & Form

### B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled TAM TRS RFP Price Proposal.xls.

**Attachment C. Proposal Affidavit**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_

\_\_\_\_\_

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

- (ii) Not overturned on judicial review;
  - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure act; and
      - (ii) Not overturned on judicial review;
  - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure act; and
      - (ii) Not overturned on judicial review; or
  - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:  

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**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

**I FURTHER AFFIRM THAT:**

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

**I FURTHER AFFIRM THAT:**

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

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

**O. ACKNOWLEDGEMENT**

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

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

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

By:

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name:

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

**Attachment D. Minority Business Enterprise Forms**

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

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
  - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.
  - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA's website (<http://www.gomdsmbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
  7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
  8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
  9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**SUBGOALS (IF APPLICABLE)**

**TOTAL AFRICAN AMERICAN MBE PARTICIPATION:** <<N/A>> %

**TOTAL ASIAN AMERICAN MBE PARTICIPATION:** <<N/A>>%

**TOTAL HISPANIC AMERICAN MBE PARTICIPATION:** <<N/A>>%

**TOTAL WOMEN-OWNED MBE PARTICIPATION:** <<N/A>>%

**OVERALL GOAL**

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): <<1>>%**

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

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.**

In connection with the Proposal submitted in response to Solicitation No. F50B9400020, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

**(PLEASE CHECK ONLY ONE)**

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 1% percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

<<mbeAfricanAmericanownedSubgoal>> %for African American-owned MBE firms

<<mbeHispanicAmericanownedSubgoal>> % for Hispanic American-owned MBE firms

<<mbeAsianAmericanSubgoal>> % for Asian American-owned MBE firms

<<mbeWomenownedSubgoal>> % for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

**OR**

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

**2. Additional MBE Documentation**

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

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment (D-1C)**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that my Proposal is not susceptible of being selected for contract award. If the contract has already been awarded, the award is voidable.

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	<<projectDescription>>	<b>NUMBER:</b> F50B9400020

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

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

**(Continue on separate page if needed)**

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

Offeror:

---

Offeror Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## D-1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

#### II. Types of Actions Agency will Consider

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

**A. Identify Proposal Items as Work for MBE Firms**

1. Identified Items of Work in Procurements
  - (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
  - (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Offerors
  - (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
  - (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements
  - (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
  - (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Offerors
  - (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
  - (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to

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

**D. Negotiate with Interested MBE Firms**

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;

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

**E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the Offeror Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

- 1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
- 2. Necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

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

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in

meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

#### IV. Documenting Good Faith Efforts

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

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

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

##### B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement - D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
  - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (**Include copies of all quotes received.**)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

##### D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)  
located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. F50B9400020

in County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
(Signature of Minority Firm's MBE Representative) (Title) (Date)

\_\_\_\_\_  
(MDOT Certification #) (Telephone #)

\*\*\*\*\*

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

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

\_\_\_\_\_  
(Signature of Prime Contractor) (Title) (Date)

**D-1C**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	<<projectDescription>>	<b>NUMBER:</b> F50B9400020

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

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

Company:

\_\_\_\_\_  
Company Name (please print or type)

By:

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name:

\_\_\_\_\_  
Printed Name

Title:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST  
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	<<projectDescription>>	<b>NUMBER:</b> F50B9400020

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

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST  
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE \_\_ OF \_\_

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	<b>NUMBER:</b> F50B9400020

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	<<projectDescription>>	<b>NUMBER:</b> F50B9400020

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

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

Please check if Additional Sheets are attached.

**D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. F50B9400020, I state the following:

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

---

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

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

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4. **Please Check One:**

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

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5. **Please Check One:**

- \_\_\_\_\_ Offeror did attend the pre-proposal conference.
- \_\_\_\_\_ No pre -proposal meeting/conference was held.
- \_\_\_\_\_ Offeror did not attend the pre-proposal conference.

PLEASE PRINT OR TYPE

Company:

\_\_\_\_\_  
Company Name (please print or type)

By:

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name:

\_\_\_\_\_  
Printed Name

Title:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
Company Address

**D-3A**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

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

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. F50B9400020, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

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

**D-3B**  
**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

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

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

**MBE Prime Contractor**

Company: \_\_\_\_\_

Company Name (please print or type)

FEIN: \_\_\_\_\_

Federal Identification Number

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

Company Address

Phone: \_\_\_\_\_

Phone

Printed Name: \_\_\_\_\_

Printed Name

Title:

---

Title

By:

---

Signature of Authorized Representative

Date:

---

Date

**D-4A**  
**Minority Business Enterprise Participation**  
**MBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:	Contract #: F50B9400020
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
<b>Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<b>Invoice #</b>	<b>Amount</b>	
			<b>Invoice #</b>
			<b>Amount</b>
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	

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

<<contractManagerName>>	<<issuingAgencyName>>
Contract Monitor	Contracting Unit
<<contractManagerAddress>>	
Address	City, State Zip
<<contractManageremail>>	<<contractManagerPhoneNumber>>
Email	Phone Number

Signature (Required)

Date

**D-4B  
Minority Business Enterprise Participation  
MBE Prime Contractor Report**

MBE Prime Contractor:	Contract #:
Certification Number:	Contracting Unit: <<issuingAgencyName>>
Report #:	Contract Amount:
Reporting Period (Month/Year):	Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:
<b>MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</b>	
<b>Note: Please number reports in sequence</b>	Project Begin Date:
	Project End Date:

Contact Person:			
Address:			
City:	State:	ZIP:	
Phone:	FAX:	E-mail:	

Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

<<issuingAgencyName>>

Contract Monitor

Contracting Unit

<<contractManagerAddress>>

Address

City, State Zip

<<contractManageremail>>

<<contractManagerPhoneNumber>>

Email

Phone Number

Signature (Required)

Date

**D-5**  
**Minority Business Enterprise Participation**  
**MBE Subcontractor Paid/Unpaid Invoice Report**

Report #:	Contract #: F50B9400020
Reporting Period (Month/Year):	Contracting Unit: <<issuingAgencyName>>
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	E-mail:
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
	<b>Invoice Amount</b>	<b>Date</b>
	<b>Invoice Amount</b>	<b>Date</b>
1.		1.
2.		2.
3.		3.
4.		4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>
Prime Contractor:		Contract Person:

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

<<contractManagerName>>	<<issuingAgencyName>>
Contract Monitor	Contracting Unit
<<contractManagerAddress>>	
Address	City, State Zip
<<contractManageremail>>	<<contractManagerPhoneNumber>>
Email	Phone Number

---

Signature (Required)

Date

**Attachment E. Veteran-Owned Small Business Enterprise Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for  
Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18 and COMAR 21.11.10. The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any workweek on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (Unit); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, no later than 90 days after the start

of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**F-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. [solicitationNumber]

Name of Contractor:

Address:

**If the Contract Is Exempt from the Living Wage Law**

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

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. \_\_\_\_\_(initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
  - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
  - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
  - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : \_\_\_\_\_ Date: \_\_\_\_\_

Title:

Witness Name (Typed or Printed) \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**Attachment I. Non-Disclosure Agreement (Contractor)**

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

**RECITALS**

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Telecommunications Relay and Captioned Telephone Services Solicitation # F50B9400020 and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. TO Contractor shall provide copies of such agreements to the State. The names of such Personnel are attached hereto and made a part hereof as **Attachment I-2**. Contractor shall update **Attachment I-2** by adding additional names (whether Contractor Personnel or a subcontractor personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential

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

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

Contractor:

DoIT

By:

By:

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(seal)

---

Printed Name:

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Title:

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Date:

---

---

Printed Name:

---

Title:

---

Date:

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**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. All Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to include or likely to include mercury as a component.

**Attachment L. Location of the Performance of Services Disclosure**

(Submit with Proposal)

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

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

\_\_\_ have plans

\_\_\_ have no plans

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

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

a. Location(s) services will be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Offeror Name:

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

Name:

Title:

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

**Attachment M. Contract**

Department of Information Technology (DoIT)

“Telecommunications Relay and Captioned Telephone Services”

F50B9400020

THIS CONTRACT (the “Contract”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the Maryland Department of Information Technology (“DoIT” or the “Department”).

In consideration of the promises and the covenants herein contained the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions**

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Telecommunications Relay and Captioned Telephone Services, Solicitation # F50B9400020 and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated \_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests for clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

**2. Scope of Contract**

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may make, at any time, by written order, unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### 3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until \_\_\_\_\_ ("Initial Term").
- 3.2 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

### 4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ \_\_\_\_\_ (the "NTE Amount"), which includes \$ \_\_\_\_\_ for the Initial Term).

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after

payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

## **5. Rights to Records**

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

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## 6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

## 7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors.

For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may grant, in its sole and absolute discretion, the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **8. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems and/or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **9. Loss of Data**

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in databases, systems, platforms, and/or applications with which the Contractor is working hereunder.
- 9.2 The Contractor shall report the loss of non-public data to the Contract Monitor, Project Manager, and in accordance with all reporting requirements of prevailing federal or state law or regulations.
- 9.3 Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with all applicable federal or state law or regulations.

## **10. Indemnification and Notification of Legal Requests**

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or

- suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

#### **11. Non-Hiring of Employees**

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

#### **12. Disputes**

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

#### **13. Maryland Law Prevails**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

#### **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

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

**16. Non-Availability of Funding**

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

**17. Termination for Default**

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

**18. Termination for Convenience**

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

hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

**19. Delays and Extensions of Time**

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

**20. Suspension of Work**

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

**21. Pre-Existing Regulations**

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

**22. Financial Disclosure**

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

**23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

## **24. Retention of Records**

- 24.1 The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.
- 24.2 This provision shall survive expiration of this Contract.

## **25. Right to Audit**

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing, the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that:

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

## **27. Cost and Price Certification**

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

## **28. Subcontracting; Assignment**

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## **29. Limitations of Liability**

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 7 "Patents, Copyrights, Intellectual Property") of this Contract;
  - (b). without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
  - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10. The above limitation of liability is per incident.
  - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

## **30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 3.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

### **31. Prompt Pay Requirements**

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
  - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
  - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor

- and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
  - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
  - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are provided in addition to those under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
    - i. Inspecting any relevant records of the Contractor;
    - ii. Inspecting the jobsite; and
    - iii. Interviewing subcontractors and workers.Verification shall include a review of the:
    - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
    - ii. 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.
  - (b) If the Department determines that the Contractor does not comply with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
  - (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
    - i. Terminate the Contract;
    - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
    - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

- (d) 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.

**32. Living Wage**

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

**33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

**35. Effect of Contractor Bankruptcy**

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

**36. Miscellaneous**

- 36.1 Any provision of this Contract, which contemplates performance or observance subsequent to any termination, or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 Headers Provision. The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 Electronic signatures provision. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**37. Contract Monitor and Procurement Officer**

37.1 The Contract Monitor is the State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

**38. Notices**

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

If to the State:

Brenda Kelly-Frey

301 West Preston Street, Suite 1008A, Baltimore, MD 21201-2305

Phone Number: 410-767-5891

E-Mail: Brenda.kelly-frey@maryland.gov

With a copy to:

Dapheny McCray

DOIT

100 Community Place; Crownsville, MD 21032

Phone Number: 410-697-9671

E-Mail: Dapheny.mccray1@maryland.gov

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: \_\_\_\_\_

Parent Company Guarantor

Contact: \_\_\_\_\_

Attn: \_\_\_\_\_

**39. Parent Company Guarantee (If applicable)**

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

**40 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law**

HIPAA clauses do not apply to this Contract.

**41 Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland

[ISSUINGAGENCYNAME]

([ISSUINGAGENCYACRONYM])

By:

By: [agencyContractSigner],

[agencyContractSignerTitle]

Or designee:

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

\_\_\_\_\_

\_\_\_\_\_

By:

Date

\_\_\_\_\_

Date

Approved for form and legal sufficiency

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_

(Date)

(BPW Item #)

**Attachment N. Contract Affidavit**

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: \_\_\_\_\_

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

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

Name and Department ID Number: \_\_\_\_\_

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

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

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

- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E (2)(b), above;
  - (h) Notify its employees in the statement required by §E (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace no later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §E (2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E (2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**Attachment O. DHR Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

## Appendix 1. Abbreviations and Definitions

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

- A. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- B. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- C. Contract – The Contract awarded to the Contractor pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- D. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- E. Contractor – The selected Offeror that is awarded a Contract by the State.
- F. Contractor Personnel – Employees, agents, subcontractor employees, and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- H. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
- I. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times should be Local Time, even if not expressly designated as such.
- J. Macro - a single instruction that expands automatically into a set of instructions to perform a particular task.
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- M. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.

- O. Offeror – An entity that submits a Proposal in response to this RFP.
- P. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual 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.
- Q. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- R. Proposal – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- S. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- T. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Information Technology (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- U. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- V. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- W. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- Y. SLA Activation Date- The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- Z. State – The State of Maryland.
- AA. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- BB. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with **Attachment B** – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP **Section 5.4**).

- CC. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- DD. Work Order-A subset of work authorized by the Contract Monitor performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

**Appendix 2. Offeror Information Sheet**

<b>Offeror</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>Contractor Federal Employer Identification Number (FEIN)</b>	
<b>Contractor eMM ID number</b>	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
<b>SBE</b>	Number: Expiration Date:
<b>VSBE</b>	Number: Expiration Date:
<b>MBE</b>	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Offeror Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	
<b>Authorized Offer Signatory</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	

### Appendix 3. Monthly Report Format (TRS and CTS)

#### TRS Monthly Reports:

The reporting packet will include:

##### Summary Reports

1. Year to Date report listing the Monthly and Yearly totals for (Report A):
  - a. Billable Calls
  - b. Billable Minutes
  - c. Answered Calls
  - d. Abandon Calls
  - e. Inbound Calls
  - f. Outbound Calls
  - g. Calls and Minutes by Jurisdiction
    - i. Local
    - ii. Intralata Toll
    - iii. Intrastate Interlata
    - iv. Interstate
    - v. International
    - vi. Toll Free
    - vii. 900
    - viii. Directory Assistance
    - ix. General Assistance
  - h. Answer performance
    - i. Average Answer Seconds
    - ii. % Answered in 10 Seconds
    - iii. % Answered in 30 Seconds
    - iv. % Answered in 60 Seconds
    - v. % Answered in 90 Seconds
  - i. Number Blocked Calls
  - j. Conversation Minutes and Average Minutes per Call
  - k. Session Minutes and Average Minutes per Call
  - l. Call Setup and Wrap-up Time

- m. Inbound Calls and Minutes by each DNIS and Percentage of total Calls and Minutes
  - n. Inbound Calls, Session Minutes and Percentage of totals for Calls originating from a VoIP Phone
  - o. Inbound Calls, Session Minutes and Percentage of totals for Calls originating from a Cell Phone
  - p. Call detail for any additional services offered
  - q. STS Outbound Calls along with the Intrastate and Interstate minutes.
  - r. Number of calls by the length of Call
    - i. Less than 1 minute
    - ii. 1 to 2 minutes
    - iii. 2 to 3 minutes
    - iv. 3 to 4 minutes
    - v. 4 to 5 minutes
    - vi. 5 to 10 minutes
    - vii. 10 to 20 minutes
    - viii. 20 to 30 minutes
    - ix. More than 30 minutes
2. Year to Date report listing the Monthly and Yearly totals for (GABTR Report):
- a. Calls and Percentage of total calls by Call Method including calls requiring slow typing
    - i. 2-Line VCO
    - ii. ASCII
    - iii. HCO
    - iv. Spanish
    - v. STS
    - vi. TTY
    - vii. VCO
    - viii. Voice
    - ix. General Assist
    - x. Slow Typing
  - b. Calls by Jurisdiction
    - i. Local
    - ii. Intralata Toll

- iii. Intrastate Interlata
- iv. Interstate
- v. International
- vi. Toll Free
- vii. 900
- viii. Directory Assistance
- ix. General Assistance
- c. Answer performance
  - i. Average Answer Seconds
  - ii. % Answered in 10 Seconds
- d. Session Minutes and Average Minutes per Call
- e. Call detail for any additional services offered
- f. Inbound Calls by each DNIS
- g. Number of calls by the length of Call
  - i. Less than 1 minute
  - ii. 1 to 2 minutes
  - iii. 2 to 3 minutes
  - iv. 3 to 4 minutes
  - v. 4 to 5 minutes
  - vi. 5 to 10 minutes
  - vii. 10 to 20 minutes
  - viii. 20 to 30 minutes
  - ix. More than 30 minutes

**Backup reports for YTD/Summary Reports**

1. Monthly Report displaying all Calls
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.
2. Monthly Report displaying all STS Calls
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.

3. Monthly Reporting displaying performance data
  - a. Data sorted by Seconds in Queue with the following categories (Report B)
    - i. Less than 1 Seconds
    - ii. 1 Seconds
    - iii. 2 Seconds
    - iv. 3 Seconds
    - v. 4 Seconds
    - vi. 5 Seconds
    - vii. 6 Seconds
    - viii. 7 Seconds
    - ix. 8 Seconds
    - x. 9 Seconds
    - xi. 10 Seconds
    - xii. 11 to 20 Seconds
    - xiii. 21 to 30 Seconds
    - xiv. 31 to 40 Seconds
    - xv. 41 to 50 Seconds
    - xvi. 51 to 60 Seconds
    - xvii. 61 to 70 Seconds
    - xviii. 71 to 80 Seconds
    - xix. 81 to 90 Seconds
    - xx. Over 90 Seconds
  - c. All Calls data includes Abandon Calls, Inbound Calls, % of All Calls, % of All Calls answered in this time and sooner and the maximum hold time.
  - d. Spanish and STS Calls (separately): data includes Inbound Calls and % of All Calls answered in this time and sooner, the maximum hold time, and the Average Answer Time. (Report M)
4. Daily and Monthly Report for Call Performance
  - a. Data is provided for the following items:
    - i. All Maryland Calls (Report C)
      1. Daily and Monthly Data includes:
        - a. Inbound Calls
        - b. Abandon Calls

- c. Outbound Calls
  - d. Complete Calls
  - e. In-Complete Calls
  - f. Blockage Rate
  - g. Average Answer Seconds
  - h. Percentage of Calls answered in 10 Seconds
  - i. Number of Calls not immediately answered
  - j. Average time the calls not immediately answered waited
2. Monthly data includes:
    - a. Quickest Answer time
    - b. Slowest Answer / Abandon time
- ii. Maryland Calls Answered in the Primary Center
    1. Daily and Monthly Data includes:
      - a. Inbound Calls
      - b. Abandon Calls
      - c. Outbound Calls
      - d. Complete Calls
      - e. In-Complete Calls
      - f. Blockage Rate
      - g. Average Answer Seconds
      - h. Percentage of Calls answered in 10 Seconds
      - i. Number of Calls not immediately answered
      - j. Average time the calls not immediately answered waited
    2. Monthly data includes:
      - a. Quickest Answer time
      - b. Slowest Answer / Abandon time
- iii. Maryland Calls Answered in centers other than the Primary Center
    1. Daily and Monthly Data includes:
      - a. Inbound Calls
      - b. Abandon Calls
      - c. Outbound Calls
      - d. Complete Calls
      - e. In-Complete Calls

- f. Blockage Rate
    - g. Average Answer Seconds
    - h. Percentage of Calls answered in 10 Seconds
    - i. Number of Calls not immediately answered
    - j. Average time the calls not immediately answered waited
  2. Monthly data includes:
    - a. Quickest Answer time
    - b. Slowest Answer / Abandon time
- iv. Non Maryland Calls Answered in the Primary Center
  1. Daily and Monthly Data includes:
    - a. Inbound Calls
    - b. Abandon Calls
    - c. Outbound Calls
    - d. Complete Calls
    - e. In-Complete Calls
    - f. Blockage Rate
    - g. Average Answer Seconds
    - h. Percentage of Calls answered in 10 Seconds
    - i. Number of Calls not immediately answered
    - j. Average time the calls not immediately answered waited
  2. Monthly data for
    - a. Quickest Answer time
    - b. Slowest Answer / Abandon time
5. Monthly Inbound Calls, Sessions minutes and Percentage to the totals of each by each
6. Daily and Monthly Total of Inbound Calls by DNIS
7. Daily and Monthly Inbound Calls, Average Answer Seconds, and Blockage Rate by each Relay Center and the Percentage of each to the total for the month.
8. Completed Calls and Session Minutes for Completed Calls by Hour of the day and Terminating Call Method.
9. Daily and Monthly totals of Completed Calls and Session Minutes for Completed Calls by Terminating Call Method.
10. Originating Call Method report displaying monthly totals of Inbound Calls, Outbound Calls, Session Minutes, and Conversation Minutes along with their Percentage of total Calls and Minutes.

11. Daily and Monthly report displaying all Inbound Calls, Inbound Calls to the Primary Center, and percentage calls answered in the Primary Center.
12. Daily and Monthly report displaying Inbound Calls to Centers other than the Primary Center. (Report I)
13. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Services paid for by the Interstate Relay Fund such as IP Relay and VRS Relay for Calls Terminating in Maryland.
  - a. If 10 digit numbering allows different reporting, reports are to be based on 10 digit number (inbound call data)
14. Daily and Monthly report displaying the Requests for ASL Translations.
15. Monthly report displaying the Originating and Terminating Call Methods, Completed Calls for each pair and the percentage of the Total Completed Calls.
16. Daily and Monthly report displaying compliance statistics including the percentage of Calls answered in the Primary Center, Calls Answered in 10 Seconds, and Call Blockage Rate. The necessary backup data is included on this report as well as the Average Session Minutes per Inbound Call.
  - a. A explain for all days where the compliance requirement was not met.
17. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls Identified as originating from a Cell phone.
18. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls Identified as originating from a VoIP phone
19. Daily and Monthly reporting displaying the number of calls by the length of Call (Report Q)
  - a. Less than 1 minute
  - b. 1 to 2 minutes
  - c. 2 to 3 minutes
  - d. 3 to 4 minutes
  - e. 4 to 5 minutes
  - f. 5 to 10 minutes
  - g. 10 to 20 minutes
  - h. 20 to 30 minutes
  - i. More than 30 minutes
20. Daily and Monthly report displaying Inbound Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls for optional relay services.

21. Invoice includes amount of funds reimbursed to the relay provider from the Interstate Relay Fund for Maryland Calls.
22. Invoice includes total amount invoiced to date for the contract and percent of total contract Invoiced to date.
23. Graphical representation of all the data is included in the above reports.
24. Up to 100 additional reports upon request of the State Relay Project Manager.
25. QA Testing and Results including:
  - a. Operator number
  - b. Testing date
  - c. Typing score
  - d. Monitoring score
  - e. Issues
  - f. Action taken
26. Culture Training Report includes:
  - a. Training date
  - b. Type of training
  - c. Number of participants
  - d. Number of hours per participant
  - e. Training administrator
27. Operator Participation in Outreach includes
  - a. Shown by year
  - b. Date
  - c. Operator name/number
  - d. Description of event
  - e. How the event relates to Maryland Relay
28. Primary Center PSAP Report includes:
  - a. Date/Time of call
  - b. Call Center
  - c. Calling Number (showing NPA-NXX)
  - d. Called Number (showing only NPA-NXX)
  - e. Maryland County
  - f. Call Difficulties
29. Remote Center PSAP Report includes:

- a. Date/Time of call
  - b. Call Center
  - c. Calling Number (showing only NPA-NXX)
  - d. Called Number (showing only NPA-NXX)
  - e. Maryland County
  - f. Call Difficulties
30. TRS Outreach Activity Log includes
- a. Date
  - b. Number of events
  - c. Number of presentations
  - d. Hours Worked
    - i. Event
    - ii. Presentation
    - iii. Cold Call
    - iv. Special Project
    - v. Admin
    - vi. Travel
    - vii. Total hours
  - e. Vacation/PTO
  - f. Comp Time earned
  - g. Activity Description
  - h. Total events by Month and year to date
  - i. Total presentations by month and year to date
  - j. Cumulative total of events and presentations by month and year to date
31. TRS Outreach Progress Log includes:
- a. Business/Organization
  - b. Complete
  - c. Date of Initial Contact
  - d. Source contact was obtained from
  - e. Point of Contact (name, email, phone number required)
  - f. Possible event date/time
  - g. Possible event type
  - h. Target audiences

- i. Product/services to be promoted
- j. Location
- k. Planning notes
- l. TRS Customer Service Summary includes
  - i. Total number of contacts by category
  - ii. Total number of monthly calls to customer service
  - iii. TRS Customer Service Monthly Inquiry includes
    1. Every contact made to customer service
    2. Customer Name, address, phone number, email
    3. Inquire date
    4. Call taken by
    5. Operator number
    6. Responded by
    7. Response date
    8. Resolution date

### CTS Monthly Reports:

The reporting packet will include:

1. Year to Date report listing the Monthly and Yearly totals for: (CTS year to Date)
  - a. Billable Minutes
  - b. Minutes allocated to the Interstate Relay Fund
  - c. Calls, Minutes, and Percentage of each by Jurisdiction
    - i. Intralata
    - ii. Interstate
    - iii. International
    - iv. Toll Free
    - v. 900
    - vi. Two-Line
    - vii. General Assistance
  - d. Answer performance
    - i. Average Answer Seconds
    - ii. % Answered in 10 Seconds
  - e. Conversation Minutes and Average Minutes per Call
  - f. Session Minutes and Average Minutes per Call
  - g. Inbound calls and Percentage to total Calls by Inbound Method.
  - h. Inbound calls by One-line vs. Two-Line mode.
  - i. Roaming Usage: Completed Calls, Interstate and Intrastate allocated minutes.
2. Year to Date report listing the Monthly and Yearly totals for (GABTR Report):
  - a. Calls, Minutes, and Percentage of each by Jurisdiction
    - i. Intralata
    - ii. Interstate
    - iii. International
    - iv. Toll Free
    - v. 900
    - vi. Two-Line
    - vii. General Assistance

- b. Answer performance
  - i. Average Answer Seconds
  - ii. % Answered in 10 Seconds
- c. Session Minutes and Average Minutes per Call
- d. Inbound calls by Inbound Method.

### **Monthly Detail Reports**

1. Monthly Report displaying all Calls (Report A)
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.
2. Monthly and Daily report of Answered Calls, General Assistance Calls, Outbound, Complete, Session Minutes and Conversation minutes. (Report B)
  - a. Include the Average Session Minutes per Outbound Call and the Average Conversation Minutes per Outbound Calls for the month.
3. Report of the originating NPA-NXX and community for all calls Daily and Monthly report detailing Roaming Usage including Percentages of total Complete Calls, Session Minutes, and Conversation Minutes. (Report D)
  - a. Include supporting data (total complete, session minutes, and conversation minutes)
  - b. Include Interstate / Intrastate Conversation and Session Minute Allocations.
4. Daily and Monthly Performance report displaying Average Answer Seconds, Percent Answered in 10 Seconds, Average Seconds a call is in Queue and the Percent of all calls in queue longer than 10 seconds. (Report E)
5. Monthly Reporting displaying performance data (Report F)
  - a. Data is sorted by Seconds in Queue with the following categories
    - i. Less than 1 Seconds
    - ii. 1 Seconds
    - iii. 2 Seconds
    - iv. 3 Seconds
    - v. 4 Seconds
    - vi. 5 Seconds
    - vii. 6 Seconds
    - viii. 7 Seconds
    - ix. 8 Seconds

- x. 9 Seconds
  - xi. 10 Seconds
  - xii. 11 to 20 Seconds
  - xiii. 21 to 30 Seconds
  - xiv. 31 to 40 Seconds
  - xv. 41 to 50 Seconds
  - xvi. 51 to 60 Seconds
  - xvii. 61 to 70 Seconds
  - xviii. 71 to 80 Seconds
  - xix. 81 to 90 Seconds
  - xx. Over 90 Seconds
6. Total Number of Valid CapTel phones including:
- a. Number of phones available for use
  - b. Number of phones activated (at least one call made)
  - c. Number of phones used in the month
7. CapTel CA Statistics including:
- a. Average Word Per Minute
  - b. Average rate of accuracy
  - c. Average rate of error
8. Invoice includes amount of funds reimbursed to the relay provider from the Interstate Relay Fund for Maryland Calls.
9. Invoice includes total amount invoiced to date for the contract and percent of total contract Invoiced to date.
10. Graphical representation of all the data is included in the above reports.
11. Captioned Telephone Outreach Activity Log includes
- a. Date
  - b. Number of events
  - c. Number of presentations
  - d. Hours Worked
    - i. Event
    - ii. Presentation
    - iii. Cold Call
    - iv. Special Project

- v. Admin
  - vi. Travel
  - vii. Total hours
  - e. Vacation/PTO
  - f. Comp Time earned
  - g. Activity Description
  - h. Total events by Month and year to date
  - i. Total presentations by month and year to date
  - j. Cumulative total of events and presentations by month and year to date
12. Captioned Telephone Outreach Progress Log includes:
- a. Business/Organization
  - b. Complete
  - c. Date of Initial Contact
  - d. Source contact was obtained from
  - e. Point of Contact (name, email, phone number required)
  - f. Possible event date/time
  - g. Possible event type
  - h. Target audiences
  - i. Product/services to be promoted
  - j. Location
  - k. Planning notes
  - l. Captioned Telephone Customer Service Summary includes
    - i. Total number of contacts by category
    - ii. Total number of monthly calls to customer service
    - iii. Captioned Telephone Customer Service Monthly Inquiry includes
      - 1. Every contact made to customer service, Customer Name (and contact information including address, phone number and email), inquire date, Call taken by, Operator number, Responded by, Response date, Resolution date.

## Appendix 4. Toll Free Maryland Access Relay Numbers

**1-800-201-7165**

(Voice)

**1-800-735-2258**

(TTY/HCO)

**1-888-VCO-WORD**

(1-888-826-9673)

**1-877-258-9854**

(Two line VCO)

**1-877-735-5151**

(For ASCII)

**1-800-785-5630**

(For Speech-to-Speech)

**1-800-877-1264**

(Spanish)

**1-866-681-5570**

(VoIP)

**1-866-339-9383**

(Captioning)

**1-866-339-9382**

(IP ASCII)

**1-800-855-9200**

(Not Currently Dedicated)

**1-800-855-9222**

(Not Currently Dedicated)