



**Department of Information Technology (DoIT)**

**REQUEST FOR PROPOSALS (RFP)**

**CALL/CONTACT CENTER SERVICES 2015**

**PROJECT NO. 060B5400014**

**Issue Date: June 5, 2015**

**SMALL BUSINESS RESERVE PROCUREMENT**

**NOTICE**

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

## NOTICE TO BIDDERS

**SMALL BUSINESS RESERVE SOLICITATION**

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D.1 With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and

D.2 With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

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**STATE OF MARYLAND**  
**NOTICE TO OFFERORS/BIDDERS/CONTRACTORS**  
**Maryland Wants to Do Business with You**

Please let us know why you are not proposing. (Check all that apply).

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): \_\_\_\_\_

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

Bid/proposal Number: 060B5400014 Entitled: Call/Contact Center Services 2015

Your comments will help us improve the procurement process.

**Thank You.**

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.



**STATE OF MARYLAND**  
**Department of Information Technology (DoIT)**  
**RFP KEY INFORMATION SUMMARY SHEET**

<b>RFP Title:</b>	Call/Contact Center Services 2015
<b>RFP Number:</b>	060B5400014
<b>RFP Issuing Department:</b>	DoIT 45 Calvert St Annapolis, Maryland 21401
<b>RFP Issue Date:</b>	06/05/2015
<b>Proposals Due Date and Time:</b>	06/26/2015 at 12:00 PM Local Time
<b>Questions Due Date and Time:</b>	06/16/2015 at 12:00 PM Local Time
<b>Procurement Officer:</b>	Dale Eutsler Phone: (410) 260-7863 Fax: (410) 974-5615 e-mail: <a href="mailto:dale.eutsler@maryland.gov">dale.eutsler@maryland.gov</a>
<b>Contract Manager:</b>	Lew Bobbitt DoIT Voice Services Phone: (410) 260-7554 Fax: (410) 974-5615 e-mail: <a href="mailto:lew.bobbitt@maryland.gov">lew.bobbitt@maryland.gov</a>
<b>Send Proposals to:</b>	Maryland DoIT 45 Calvert Street, Room 442 Annapolis, MD 21401 Attention: Dale Eutsler
<b>Send Questions to:</b>	e-mail address: <a href="mailto:dale.eutsler@maryland.gov">dale.eutsler@maryland.gov</a>
<b>Contract Type</b>	Indefinite Quantity Contract with Firm Fixed Prices
<b>Contract Duration</b>	Five (5) years with two (2) one-year option periods & one (1) additional 180-day transition period.
<b>MBE Subcontracting Goal:</b>	10%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Small Business Reserve</b>	Yes
<b>Pre-Proposal Conference:</b>	45 Calvert Street, Room 164 Annapolis, MD 21401 06/12/2015 at 10:00 AM Local Time See Attachment E for Directions and Response Form

# 1 GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT or the Department), is issuing this Request for Proposals (RFP) to award one statewide contract to procure Call/Contact Center services and associated services for participating State agencies (described as Requesting/Billed Agency). It is the State's intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. The Contract resulting from this RFP will provide Requesting/Billed Agencies the ability to obtain services by issuing Task Orders specific to that agency's needs.
- 1.1.2 The anticipated duration of the period of performance under the Contract is a five (5) year base period, two (2) one-year renewal option periods, and one (1) additional 180-day transition period. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 Services to be furnished under the Contract will be ordered by the issuance of specific Task Orders as needed throughout the term of the Contract. Task Orders entered into between the State and the Contractor are subject to the terms of the Contract. A Task Order or Proposal may not in any way conflict with or supersede the Contract. In the event of such a conflict, the Contract will control.
- 1.1.6 The resulting Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

## 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

Agency	The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP, as specified in Section 3A-302(b) of the State Finance and Procurement Article.
Department of Information Technology (DoIT)	The unit of the Executive Branch of Maryland State government issuing the RFP.
ACD/Automatic Call Distributor	A device that distributes incoming calls to a specific group of telephone system CSRs based on customer need.

Automated Attendant	A service that enables calls to be answered with a recording and allows automated routing of calls based on menu-driven digit entry or speech recognition.
Business Day(s)	Monday through Friday (excluding State holidays).
Call Center Customer	An individual who has interacted with the Call/Contact center.
Call Center Services	Services defined generally to include providing all necessary facilities, equipment, software development, software, circuits, telephone service, Contractor Personnel, training, setup, testing, and reporting required to meet the needs of a Requesting/Billed Agency and as specifically defined in a Task Order.
COMAR	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a> .
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A.
Contractor Personnel	Employees, CSRs, and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
Contractor's Point of Contact (POC)	Person designated at the time of contract award by the Contractor as the single point of contact for the Department with the authority and knowledge to resolve contract issues.
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the 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.
Contractor	The successful Offeror awarded the Contract by the State.
CSR/Customer Service Representative	The Contractor's representative who handles customer contacts at the Call Center.
CTI/Computer Telephony Integration	Common name for any technology that allows interactions on a telephone and a computer to be integrated or coordinated.
DGS	Maryland Department of General Services.

eMM	eMaryland Marketplace.
Fixed Price	Type of payment for performing under a Task Order whereby the exclusive payment to the Contractor for product delivered or performance of services is at a firm price or a price that is subject to contractually specified adjustments.
Go-Live Date	The date specified in the NTP for work on the project or task order to begin.
Intraflow	A call transfer to a destination within the same Call Center System.
Interflow	A call transfer to an outside destination via Public Switch Telephone Network (PSTN) / Time-division Multiplexing (TDM) access for termination to destinations outside the Call Center System.
Interactive Voice Response (IVR)	A technology that allows a computer to interact with humans through the use of voice and telephone tones input via keypad.
Key Personnel	A specific individual proposed in response to this RFP or a Task Order issued under the Contract. May be referenced as “proposed personnel.”
Letter of Authorization	A document issued by the manufacturer or distributor authorizing the Offeror / Contractor to sell and/or provide services for the manufacturer’s product line.
Knowledge Transfer Plan	A plan developed by the Contractor to transfer knowledge to an incoming successor contractor that details both explicit and passive knowledge of the call center services that have been provided under this Contract.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
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: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays.

Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the project or task order shall begin on a specified date. After Contract commencement, additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the project or work order to begin.
Offeror	An entity that submits a proposal in response to this RFP.
POC	Point of Contact.
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract.
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal.
Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto.
Requesting/Billed Agency	Any State executive branch unit under the resulting Contract with the State that has ordered services or whose name appears on an invoice.
Service Provider	The entity responsible for directly providing or fulfilling services awarded under this Contract. The Service Provider may be the Contractor or a third-party entity.
State	The State of Maryland
SLA Activation Date	The date that services and charges commence for CSR Call/Contact Time and Automated Services
Subservice Organization	A third party entity subcontracted by the Contractor or Service Provider to provide or perform some portion of the services awarded under this Contract.
Task Order Manager	The agency representative who is responsible for preparing and managing a Task Order on behalf of a Requesting/Billed Agency.
Task Order	A document that describes all specifics regarding products and/or services ordered by a Requesting/Billed Agency under the Contract.

Taxes	A tax the Offeror plans to charge the State for the services requested in the scope of work and included in the Financial Proposals. A tax shall only be billed if explicitly priced in the Contract.
Terms of Service (TOS)	The terms governing access to and use of the services provided pursuant to this Contract.
Total Proposal Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the Financial Proposal with Attachment F – Price Sheet, and used in the financial evaluation of Proposals (see RFP Section 5.3).
TTY	Text telephone used for individuals with hearing difficulties.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Working Day(s)	Same as "Business Day(s)."

### 1.3 Contract Type

The Contract shall be an Indefinite Quantity Contract with Firm Fixed Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06. Fixed Price (FP) Task Orders, as described in each respective Task Order, will be issued under this Contract, as appropriate to the type of services being requested.

### 1.4 Contract Duration

- 1.4.1 The Contract shall start from the date of full contract execution by the parties.
- 1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.3 The Contract resulting from this RFP shall be for five (5) years from Contract start date. The State, at its sole option, may renew the term of the Contract through two (2) additional one-year renewal options for up to a total potential contract length of seven (7) years. In addition, the State, at its sole option may issue one (1) additional 180-day transition period, to follow either the initial term or a renewal option year.
- 1.4.4 The Contractor's obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A), shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

**1.5 Procurement Officer**

- 1.5.1 The sole point of contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed Key Information Summary Sheet.
- 1.5.2 The DoIT may change the Procurement Officer at any time by written notice.

**1.6 Contract Manager**

- 1.6.1 The DoIT Contract Manager for the contract is listed in the Key Information Summary Sheet.
- 1.6.2 DoIT may change the Contract Manager at any time by written notice.

**1.7 Pre-proposal Conference**

- 1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.
- 1.7.2 Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.
- 1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) 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 call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Department will make reasonable efforts to provide such special accommodation.

**1.8 eMaryland Marketplace (eMM)**

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DoIT's website <http://doit.maryland.gov/contracts/Pages/bids.aspx> and possibly using other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.
- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

**1.9 Questions**

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed to all companies the same as for the RFP amendments and posted on eMM.
- 1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

**1.10 Procurement Method**

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

**1.11 Proposals Due (Closing) Date and Time**

- 1.11.1 Proposals, in the number and form set forth in Section 4.2 "Proposals," must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 1.11.4 Proposals delivered by e-mail or facsimile shall not be considered.
- 1.11.5 Companies not responding to this solicitation are requested to submit the "Notice to Offerors/Bidders/Contractors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

**1.12 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

**1.13 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.

**1.14 Public Information Act Notice**

- 1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Article, Md. Code Ann., General



Provisions, Title 4. (Also, see RFP Section 4.2.2.2 “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.

- 1.14.2 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.

### **1.15 Award Basis**

The 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 products/services as specified in this RFP. See RFP Section 5 for further award information.

### **1.16 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. 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 and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.17 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

### **1.18 Revisions to the RFP**

- 1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department’s procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.
- 1.18.2 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. 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. 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 susceptible for award.

### **1.19 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

### **1.20 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, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

### **1.21 Protest/Disputes**

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

### **1.22 Offeror Responsibilities**

- 1.22.1 The successful Offeror shall be responsible for rendering products/services for which it has been selected as required by this RFP. 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) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, 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 that the parent organization will guarantee the performance of the subsidiary.
- 1.22.3 Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, 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 transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

**1.23 Substitution of Personnel****1.23.1 Continuous Performance of Key Personnel and other Contractor Personnel**

Unless substitution is approved per Sections 1.23.2 – 1.23.4, key personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall be available to perform Contract requirements 30 days from the NTP date specified in the NTP. Unless explicitly authorized by the Contract Manager or specified in the Contract, the Technical Proposal, key personnel and any subsequently provided Contractor Personnel shall be assigned to the State of Maryland as a dedicated resource.

Key Personnel and any subsequently provided Contractor Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Contractor Personnel, including Key Personnel may not be removed by the Contractor from working under the Contract, as described in the RFP or the Contractor’s Technical Proposal, without the prior written approval of the Contract Manager.

The provisions of this section apply to Contractor Personnel and Key Personnel identified in each Task Order.

**1.23.2 Definitions**

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

**Extraordinary Personal Circumstance** – means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under the Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

**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.

**Sudden** – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

**1.23.3 Contractor Personnel General Substitution Provisions**

The following provisions apply to all of the circumstances of staff substitution described in Section 1.23.4.

1. The Contractor shall demonstrate to the Contract Manager’s satisfaction that the proposed substitute Contractor Personnel have qualifications at least equal to those of the Contractor Personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
  - a) A detailed explanation of the reason(s) for the substitution request;
  - b) The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
  - c) The official resume of the current personnel for comparison purposes; and
  - d) Any evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract 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.
4. The Contract 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 Contract Manager will not unreasonably withhold approval of a requested Contractor Personnel replacement.

#### 1.23.4 Replacement Circumstances

##### 1. Voluntary Contractor Personnel Replacement

To voluntarily replace any Contractor Personnel, the Contractor shall submit a substitution request as described in Section 1.23.3 to the Contract Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in Section 1.23.4.2 of this clause, a substitution may not occur unless and until the Contract Manager approves the substitution in writing.

##### 2. Contractor Personnel Replacement Due to Vacancy

The Contractor shall replace Contractor Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Contractor Personnel Replacement as per Section 1.23.4.1.)

Under any of the circumstances set forth in this Section 1.23.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 1.23.3 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.

##### 3. Contractor Personnel Replacement Due to an Indeterminate Absence

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, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance 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 or items to the Contract Manager as required under Section 1.23.3.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, at the option and sole discretion of the Contract Manager, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

#### 4. Directed Personnel Replacement

- a) The Contract Manager may direct the Contractor to replace any Contractor Personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 1.23.4.4.b. If after such remediation the Contract Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with Section 1.23.3, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b) If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Manager will 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.

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.

### 1.23.5 Substitution Prior to Award

The substitution of proposed personnel (i.e., Key Personnel) during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

## 1.24 Mandatory Contractual Terms

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 herein as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected.**

## 1.25 Bid/Proposal Affidavit

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

## 1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

## 1.27 Compliance with Laws/Arrearages

- 1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for the Contract award.

## 1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

**1.29 False Statements**

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

1.29.1 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.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 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 years or both.

**1.30 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror 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 \$100,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf).

**1.31 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 16.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

**1.32 Electronic Procurements Authorized**

1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- 1.32.2 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 the Contract.
- 1.32.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in Section 1.32.5, the following transactions are authorized to be conducted by electronic means on the terms (as authorized in COMAR 21.03.05):
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
    - a) the solicitation (e.g., the RFP);
    - b) any amendments;
    - c) pre- Proposal conference documents;
    - d) questions and responses;
    - e) communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
    - f) notices of award selection or non-selection;
    - g) the Procurement Officer’s decision on any Proposal Protest or Contract claim.
  2. An Offeror or potential Offeror may use e-mail or facsimile to:
    - a) ask questions regarding the solicitation.
    - b) 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.
    - c) submit a "No Bid/Proposal Response" to the solicitation.
  3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- 1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:
- a) submission of initial Proposals;
  - b) filing of Bid Protests;
  - c) filing of Contract Claims;



- d) submission of documents determined by the Department or Agency to require original signatures (e.g., Contract execution, Contract modifications); or
- e) 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.

1.32.6 Any facsimile or 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 Manager.

### **1.33 Minority Business Enterprise (MBE) Participation Goal**

#### 1.33.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal has been established for this procurement as identified in the Key Information Summary Sheet, representing a percentage of the total contract dollar amount.

In addition, the following subgoals have been established for this procurement:

- (a) There are no sub-goals established for this procurement.

Notwithstanding any subgoals established above, 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.

#### 1.33.2 Attachments D-1A to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule ( <b>must submit with Proposal</b> )
Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

#### 1.33.3 An Offeror shall include with its Bid/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) A 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.***

1.33.4 Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes 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.

1.33.5 Within ten (10) Working Days from notification of recommended award or 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 Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).

(c) 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.

(d) 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.

***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.***

1.33.6 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.md.state.md.us/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.**

1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

(a) Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).

(b) Attachment D-4B (MBE Prime Contractor Report)

(c) Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

- 1.33.8 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) Working Days from notification of recommended award or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 1.33.9 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 resulting 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 A, Section 2.2).
- 1.33.10 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. (See Contract - Attachment A, Section 16.14.2).
- 1.33.11 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 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.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10<sup>th</sup> of each month to the Contract Manager and the Department or Agency's MBE Liaison Officer:
- i. 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
  - ii. (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 by the 10th of each month to the Contract Manager and the Department or

Agency's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, 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, the type of work performed by each, and the 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.

### **1.34 Living Wage Requirements**

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. 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.
- 1.34.2 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.
- 1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1) with their Proposal. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to not be responsible under State law.
- 1.34.4 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. See COMAR 21.11.10.05.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the Contractor provides 50% or more of the

services. The Offeror must identify in their Offer the location(s) from which services will be provided.

- (a) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- (b) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- (c) 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.

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>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

### **1.35 Federal Funding Acknowledgement**

The Contractor may be required to complete federal funding acknowledgements with a response to a Task Order from a Requesting/Billed Agency. A copy of the current forms are included as Attachment H of this RFP. The federal funding acknowledgment, if required, must be provided with the Task Order.

If applicable, the Task Order will include the following information:

- 1.35.1 The total amount of federal funds allocated for the <<name of administration or facility>> is \$<<federal funds amount>> in Maryland State fiscal year <<current fiscal year>>. This represents <<divide federal funds amount by the total of the unit's budget>>% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.2 The Contract contains federal funds. The source of these federal funds is <<name of federal program for funds source e.g., Medicaid, Ryan White, Title X>>. The CFDA number is: <<insert Catalog of Federal Domestic Assistance number>>. The conditions that apply to all federal funds awarded by the Department or Agency are contained in Federal Funds Attachment H. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment H and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

### **1.36 Conflict of Interest Affidavit and Disclosure**

Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposal and in response to an individual Task Order. 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 I Conflict of Interest Affidavit and Disclosure. Additionally,

contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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.

### **1.37 Non-Disclosure Agreement**

#### **1.37.1 Non-Disclosure Agreement (Offeror)**

Certain system documentation may be available for potential Offerors to review at a reading room at 45 Calvert St., Annapolis, MD. 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer to schedule an appointment.

#### **1.37.2 Non-Disclosure Agreement (Contractor)**

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as Attachment J. 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.

### **1.38 HIPAA - Business Associate Agreement**

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

### **1.39 Non-Visual Access**

1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, 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.

1.39.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

#### **1.40 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

#### **1.41 Veteran-Owned Small Business Enterprise Goals**

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

#### **1.42 Location of the Performance 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 N. The Disclosure must be provided with the Proposal.

#### **1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

#### **1.44 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

#### **1.45 Contract Extended To Include Other Non-State Governments or Agencies**

For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- 1) Shall constitute Contracts between the Contractor and that government, agency or organization;
- 2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- 3) For non-State entities, shall not be binding or enforceable against the State; and
- 4) May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

## 2 MINIMUM QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 Offeror shall provide three (3) references demonstrating the provision of Call Center Services during engagements performed within the three (3) years preceding the issuance of this RFP.
- a. At least one engagement must have lasted longer than one (1) calendar year.
  - b. At least two of the references must demonstrate that the Offeror has handled a minimum per-client quantity of 5,000 live inbound CSR calls per month during a given twelve (12) month period within the last three (3) years.
  - c. At least one of the references must demonstrate that the Offeror has handled a minimum per-client quantity of 10,000 live inbound CSR calls within at least one month during the past three (3) years.
- 2.1.2 Offeror shall demonstrate that it has at least three (3) continuous years of experience in implementing and delivering Call Center services of similar size and scope to those required by this RFP to Federal, State, and/or Local Government and/or Corporate customers. All examples provided must be within the United States of America.

Note: Subcontractor experience may not be used by Offeror to meet Minimum Qualifications. The minimum qualifications must be met by the Offeror.

If DoIT determines a proposal does not meet any one of the minimum qualifications, DoIT will notify the Offeror accordingly.

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### 3 SCOPE OF WORK

#### 3.1 Background and Purpose

DoIT currently provides the statewide Call/Contact Center Services 2010 contract for use by several State agencies.

The scope of this RFP includes providing all necessary items required to furnish Call/Contact Center services that meet the needs of each Requesting/Billed Agency, including any of:

- (a) facilities,
- (b) equipment,
- (c) software development,
- (d) software,
- (e) circuits,
- (f) telephone service,
- (g) Customer Service Representatives (CSR),
- (h) support personnel,
- (i) training,
- (j) setup,
- (k) testing, and
- (l) reporting.

As directed by a Task Order, the Contractor shall also provide general program support and fulfillment services as they are related to the Call/Contact Center, such as distributing information packets to individuals who have contacted the Call Center (the Call Center Customer).

DoIT intends that the Contract resulting from this RFP will provide the primary mechanism for agencies with existing call center services to continue those services by executing individual Task Orders. This Contract is also intended for use by other agency programs that may arise during the Contract term.

#### 3.2 Agency / Project Background

3.2.1 Approximately ten (10) State agency Call Center programs serviced under the existing Call/Contact Center Services 2010 contract are expected to participate in this contract.

The current average monthly call volume across these programs is approximately 7,500 calls, with approximately 85% serviced by a live Call Center CSR. During specific times of year and specific events (e.g. program enrollment periods, federal, State, and local elections) call volumes can increase to approximately 18,000 calls per month for a 30 to 60 day period. Approximately 50% of the current total call volume requires live CSR coverage from 8:00AM to 5:00 PM Monday – Friday. Other live coverage periods are defined by individual agency programs and include:

- From 8:30 AM to 4:30 PM Monday – Friday.
- From 8:00 AM to 8:00 PM seven (7) days per week.

- 3.2.2 Approximately ten (10) additional State agency Call Center programs are serviced under a separate contract due to expire in December 2015. Some of these programs may require services under this Contract in the future.
- 3.2.3 DoIT intends to make some additional information regarding existing Call Center services programs available to Offerors in a reading room.

### 3.3 General Requirements

#### 3.3.1 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. 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 may include, but are not limited to:

- a) The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- b) The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- c) The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- d) The State of Maryland Enterprise Architecture at [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: MTAF Guiding Principles.

#### 3.3.2 General Contractor Requirements

- 3.3.2.1 The Contractor shall provide Call Center services including, but not limited to, program setup, programming services, CSRs, Contractor Support Personnel, work space, equipment, software, phones, and all IT and telephony related lines and cable.
- 3.3.2.2 The Contractor shall be capable of providing Call Center services on a 24 x 7 x 365 basis using both Interactive Voice Response (IVR) and live CSRs, as specified in a particular Task Order. A Task Order will identify live coverage periods specific to the Requesting/Billed Agency's needs, which may include 24 x 7 x 365 support.
- 3.3.2.3 The Contractor shall staff a trouble-reporting toll free number on a 24 x 7 x 365 basis to accept trouble reports for resolution of issues reported by the State regarding the Call Center services. A supervisor shall be available on a 24 x 7 x 365 basis for escalation purposes.
- 3.3.2.4 The Contractor shall operate all Call Centers in accordance with all applicable federal and State laws and regulations during the Contract period.
- 3.3.2.5 The Contractor shall have a Call Center facility located within a 700 mile radius from zip code 21201 to facilitate agency on-site visits and training for agency staff, as required. The Contractor shall provide the address of the proposed Call Center location(s) with its Proposal.

- 3.3.2.6 DoIT shall be entitled to on-site visits for monitoring of Contractor staff dedicated to this Contract and Call Center operations at Contractor's location. Timing, attendees, and frequency of such monitoring will be determined by the Task Order Manager and/or the Contract Manager.
- 3.3.2.7 The Contractor shall present itself to all Call Center Customers as a unit of the respective Requesting/Billed Agency, not as a private contractor. The Contractor's role must not be apparent. Only Requesting/Billed Agency names and logos will be permitted on information distributed to Call Center Customers under this Contract.
- 3.3.2.8 The Contractor shall train and furnish trained Contractor Personnel sufficient to maintain service levels and performance standards included in this Contract and as defined in subsequent Task Orders.
- 3.3.2.9 The Contractor shall be responsible for all work performed by subcontractors.
- 3.3.2.10 Expenses for travel costs shall not be reimbursed.
- 3.3.2.11 Postage cost shall be reimbursed and passed through with no mark-up by the Contractor to the Requesting/Billed Agency.

### 3.3.3 Contract Transition-In Requirements

- 3.3.3.1 DoIT anticipates that the Transition-In period for the Contract will be no longer than 60 calendar days.
- 3.3.3.2 The Contractor will need to work with the incumbent to discover and document details of the incumbent's current system operation and services
- 3.3.3.3 Transition-In for the Contract will include coordinating with the Contract Manager to establish initial setup and an orderly transition of individual programs to the Contractor.
- 3.3.3.4 The Contractor shall provide a project manager who shall create a Transition-In Plan with input from the incumbent Contractor to describe schedules and plans for attaining working knowledge of operations and environment. The Contractor project manager shall be assigned to the project full-time until the transition-in has been completed.
- 3.3.3.5 The Transition-In Plan shall include tasks, a communication plan, and a timeline of activities for the Contractor to support transition-in efforts with technical and project support. The Transition-In Plan and associated schedules shall be updated throughout the transition-in period. The Transition-In Plan shall contain specific transition planning for in-scope services and programs to be transitioned from incumbent contractor(s) to the Contractor.
- 3.3.3.6 The Contractor shall hold a kick-off meeting within five (5) business days of NTP to include the Contract Manager, the Contractor's project manager, DoIT staff, prior Contract Requesting/Billed Agency Task Order Managers, and the incumbent Contractor Personnel.

- 3.3.3.7 The Contractor shall review the draft Transition-In Plan with attendees at the kick-off meeting, and shall update the plan with information received at the meeting.
- 3.3.3.8 The Contractor shall hold weekly transition-in project status meetings with the Contractor and Task Order Manager(s) during the transition-in period until the transition-in period is complete. The Contractor shall hold any additional planning meetings with individual Requesting/Billed Agency and Task Order Managers to support transition-in activities as needed.
- 3.3.3.9 Contractor Personnel shall work closely with both State employees and the incumbent Contractor staff during the transition-in period. During the transition-in period, Contractor Personnel shall attain working knowledge of:
- a) All technical and functional matters associated with the system, configurations, and security architecture and the applications.
  - b) Utilities and software products used to support the existing call center.
  - c) Current issue log and preventative actions taken by the incumbent Contractor.
- 3.3.3.10 The in-scope Call Center operations shall be fully transitioned to the incoming Contractor prior to holding the final transition-in meeting.
- 3.3.3.11 The Contractor shall assume final responsibility for all in-scope Call Center operations, and the transition-in period shall be complete, upon Contract Manager's and all Task Order Managers approval, anticipated to be provided at the final transition-in status meeting.

*Individual Task Order Transition-In Requirements*

- 3.3.3.12 The Contractor shall coordinate and implement setup of the program(s) as specified in a Task Order issued by a Requesting/Billed Agency.
- 3.3.3.13 The transition-in for the Requesting/Billed Agencies shall include the initial setup of the program(s) by the Contractor. The one-time fee for initial setup of the Call Center services is applicable to the setup of a program not currently being serviced by the Contractor. The initial setup fee shall include all one-time charges to set up the new program including:
- a) Consultation with the agency contact to understand the program being setup;
  - b) CSR script development and preparation;
  - c) Development of CSR training;
  - d) Call Center system configuration and readiness to receive program call including:
    - i. Automated Attendant, IVR, and ACD configuration and set up;
    - ii. CTI programming and deployment and any associated setup costs;
    - iii. Initial and ongoing training of CSRs and support staff.
- 3.3.3.14 For each program, the Contractor personnel shall review, revise and document configurations for training, testing, and production.
- 3.3.3.15 During the transition-in period, for each program the Contractor shall complete a review of the system, system configurations and documentation and identify any issues,

resolutions, or troubleshooting required. Based on that review, the Contractor shall make maintenance and support recommendations to the Requesting/Billed Agency.

3.3.3.16 The Contractor will be afforded the opportunity to incrementally transition individual services during the transition-in period, with the written approval of the Contract Manager and the Requesting/Billed Agency for which the service is performed.

3.3.3.17 The Contractor shall obtain written approval from the specific Requesting/Billed Agency Task Order Manager that the transition-in for a Task Order is complete.

### 3.3.4 Transition-Out Requirements

3.3.4.1 The Contractor shall provide a project manager to provide input to the incoming project manager for the incoming contract, to develop an overall Transition-Out Plan with schedules. The Transition-Out Plan shall include tasks, communication plan, and timeline of activities for the Contractor to support end-of-contract transition efforts with technical and project support until the transition is completed.

3.3.4.2 The Contractor shall provide a project manager to support a smooth transition-out period at the end of the Contract. The services to be provided shall include:

3.3.4.2.1 Providing configuration documentation, as required, during the transition period.

3.3.4.2.2 Attending transition meetings as requested and act as the Contractor's liaison to the transition project.

3.3.4.2.3 Preparing and submitting to the Contract Manager a closeout report which includes any open deliverables, issues and recommended solutions.

3.3.4.2.4 Ensuring that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

3.3.4.2.5 Cooperating with any successor to the Contract with information and records a successor would require continuing the same or similar services.

3.3.4.2.6 Providing any information as requested by the Contract Manager.

3.3.4.2.7 Attending a final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final acceptance document.

### 3.3.4.3 System Knowledge Transfer to a Successor Contractor

A. The State reserves the right to transfer the System operation and maintenance to a successor contractor once in production.

B. Services under this contract are mission-critical and beginning upon State's notice that a subsequent Option Year will not be exercised or the Contract will be terminated, Contractor shall assist the successor contractor in the transitional process. The Contractor shall support end-of-contract transition efforts with technical and project support. The Contractor, upon the Procurement Officer's written notice shall support transition activities to include but not be limited to:

1. Execute the Knowledge Transfer Plan.
  2. Provide transition services for up to 180 days prior to contract end, consisting of:
    - i. 90 day knowledge transfer
    - ii. 60 day parallel processing
    - iii. 30 day processing with incumbent as the back up to the successor contractor
    - iv. Provide additional services if requested to complete the transition successfully.
    - v. Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition. This shall guarantee that the services called for by the Contract are maintained at the required level of proficiency and meet the acceptance testing period of sixty (60) days parallel processing.
- C. During the transition period, the Contractor will continue to be paid Monthly Charges as set forth in Attachment F, Pricing. The price of any reasonable transition services, not included in normal Monthly Charges, shall be negotiated as required at rates not to exceed the then-current labor rates set forth in Attachment F.
- D. If the successor contractor is determined not to be ready at the end of contract (i.e. the end of the original 180 day transition period), the State may, at its option, extend the period for transition services for an additional 180-day transition option period, at the then-current rates as set forth in Attachment F. If the State, through the Contract Manager, determines that the failure to meet transition date is the fault of the Contractor (for example, Contractor failed to properly train the successor Contractor, or Contractor caused schedule delays) then the additional 180-day transition option period shall be at no cost to the State.
- E. If the transition option period is exercised, and transition occurs sooner than the end of the 180 day transition option period, the contract shall auto-terminate on the date of actual transition. The date of actual transition will be confirmed in writing by the Contract Manager.

### 3.3.5 Backup/Disaster Recovery

- 3.3.5.1 The Contractor shall have a disaster recovery plan, subject to review and approval by the State, for restoring system operations. A draft of this disaster recovery plan is expected as part of the proposal.
- 3.3.5.2 The Contractor shall submit to the Contract Manager an updated disaster recovery plan within twenty five (25) days of NTP, with annual updates or updates within thirty (30) days of backup/disaster recovery process or procedural change.

3.3.5.3 The Backup/Disaster Recovery Plan shall include an escalation plan for notifying the State of service outages and anticipated restoration of service, or shall reference a separate Problem Escalation Procedure (PEP) as described in Section 3.7.

### 3.3.6 Data

- a) Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this Contract shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- b) Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.

### 3.3.7 Functional/ Business Requirements

The Contractor shall provide the following Call Center functionality:

- 3.3.7.1 An Automatic Call Distributor (ACD) for handling incoming calls. The ACD shall answer an incoming call, and distribute the call as appropriate. Additionally, the ACD shall track calls and CSR performance.
- 3.3.7.2 CTI services linking the telephone systems to databases to enable automated scripts, more efficient handling of calls, screen pop-ups, and transfer of a screen to another CSR.
- 3.3.7.3 A Call Center management and reporting system that enables the collection, analysis and reporting of CSR performance, call center group activity, system status, and forecasts future Call Center staffing requirements by analyzing call volume patterns. The Call Center management and reporting system shall capture information as defined by each Requesting/Billed Agency program and provide monthly reports.
- 3.3.7.4 Access for the deaf or hearing impaired such as TTY services.
- 3.3.7.5 Voice mail capabilities for off hours as defined by the Requesting/Billed Agency or when Call Center is at capacity. Task Orders will define whether calls may be routed to the Call Center's voice mail system.
- 3.3.7.6 Call transfer, to include internal destination within the Call Center System (intraflow) and an outside destination via Public Switch Telephone Network (PSTN)/Time-division Multiplexing (TDM) access for termination to destinations outside the Call Center System (interflow).
- 3.3.7.7 Call recording/logging that enables the Call Center to record, store, organize, search, and playback all telephone calls for quality control and verification purposes. Recordings must be able to be stored for up to one (1) calendar year. Recordings are to be made available to Program Task Order Manager's upon request. All calls are recorded and logged by default unless specified otherwise in a Task Order.
- 3.3.7.8 Automated notice to all Call Center Customers prior to any live calls handled by CSRs indicating that calls will be recorded in accordance with 3.3.7.7.

3.3.7.9 Data capture for a call and caller. The following information shall be available for all calls on a per agency program, dialed number, and a contract wide basis for reporting purposes as part of a Customer Ticket Tracking Database system:

- a) Date of call;
- b) Time of call;
- c) Name of caller;
- d) Address of caller;
- e) Incident Category;
- f) Incident Type;
- g) And other information as required by Requesting/Billed Agency Programs.

3.3.7.10 Automated Attendant services that enable calls to be answered with a recording and allow callers to route themselves by either or both the dialing of digits or the recognition of spoken choices associated with menus. Automated Attendant features available shall include:

- a) Providing announcements, information, menus, instructions, and voice recognition of menu choices in both English and Spanish.
- b) Allowing callers to return to prior menus or reach a live CSR at any time during agency program hours, including routing to a CSR fluent in English or Spanish as requested.
- c) Providing access to the deaf or hearing impaired.
- d) Alerting customers if system maintenance or hours of operation preclude certain operations, as required.
- e) Providing general information via a recording.
- f) Providing voice mail services as appropriate.
- g) Providing call transfer for both Intraflow and Interflow.
- h) Monitoring call state to insure a transferred call is answered.
- i) Taking remedial action for a transferred call such as retrieve the call and transfer to an alternate destination or a live CSR based on predefined criteria.
- j) Intelligent announcements to: play pre-recorded messages; inform holding callers of their place in the queue or estimated time before answer; and offering alternative actions like transferring to voice mail or invoking a call back reservation.

3.3.7.11 IVR services that provide automated retrieval and processing of information by phone using touchtone signals or voice recognition to access information. The Contractor's IVR system shall provide the ability to process calls in accordance with Requesting/Billed Agency approved scripts and routing paths. IVR features shall include:

- a) Providing announcements, instructions and information in both English and Spanish.
- b) Meet all requirements described in 3.3.7.11 Automated Attendant services for the IVR services as well, if they are separate from automated attendant services.
- c) Allowing customers to return to prior menus so that more than one transaction may be completed.



- d) Meet all requirements described in 3.3.7.4 for access to the deaf or hearing impaired.
- e) Providing automated data capture and storage of caller data.
- f) Allowing customers to process a transaction such as a credit card payment or request for information.
- g) Providing a unique transaction or confirmation number to the caller.
- h) Providing customer specific information based on the agency program.
- i) Providing general information based on the agency program.
- j) Providing voice mail services as appropriate.

#### 3.3.7.12 Fulfillment and Mailing Requirements

Certain agency Call Center programs may require printed material to be provided as a result of a Call Center transaction or call.

- a) The Contractor shall have the ability to print (labels and full pages), copy, create mail lists (via mail merge) and mail correspondence (including postage) on behalf of the State of Maryland.
- b) Mailings will include form letters (8.5" x 11") and envelope generation (9" x 12", manila).
- c) The Contractor shall store other pre-printed mailing materials required by agency programs.
- d) Postage costs shall be reimbursed per Section 3.3.2.11.

3.3.7.13 The Call Center operations shall support, at a minimum, the volumes that are estimated on the price sheet.

### 3.3.8 Reports

3.3.8.1 The Contractor shall have the ability to generate customized reports. This customized report generator must have real-time access to all of the System's data.

3.3.8.2 The Contractor shall generate reports to evaluate Requesting/Billed Agency programs and services system effectiveness. Such reports shall be produced individually or combined and shall provide reported data on an hourly, daily, weekly, monthly, quarterly, semi-annual, annual basis and/or by special request. Monthly detail shall be provided as required by the Task Order and shall be submitted to the Task Order Manager with the monthly invoice. Reports monitoring call traffic and other reports must also be available for review by the Task Order Manager.

3.3.8.3 Reports shall be produced and distributed in hardcopy and via e-mail. The minimum reports for any Task Order include, but are not limited to, the following:

- a) Performance call volume report (See Section 3.8 - Service Level Agreement) – The report shall contain but not be limited to:
  - i. Number of calls during each hour;
  - ii. Number of abandoned calls;
  - iii. Abandoned call rate;
  - iv. Length of calls;
  - v. Percentage of calls answered and serviced versus total calls received;

- vi. Percentage of calls answered within target timeframe;
  - vii. Percentage of calls answered if not serviced or abandoned by IVR;
  - viii. Average speed of answer;
  - ix. In queue or on-hold time;
  - x. Busy signals;
  - xi. Data capture rate;
  - xii. ACD performance complaints.
- b) Customer Ticket Tracking Database report – The report shall contain but not be limited to:
- i. Number of tickets;
  - ii. Tickets by issue;
  - iii. Tickets by incoming call number.
- c) Call detail report – The report shall contain but not be limited to:
- i. Code indicating the source (source code) of incoming calls;
  - ii. Call status;
  - iii. Call date;
  - iv. Call time;
  - v. Call Disposition;
  - vi. Agent identifier;
  - vii. Caller ID.
- d) Problem Resolution report – The report shall contain but not be limited to:
- i. Initiated by;
  - ii. Date of Incident;
  - iii. Site or Agency;
  - iv. Description of problem;
  - v. Cause of problem;
  - vi. Immediate action taken;
  - vii. Action(s) required to prevent reoccurrence of the problem;
  - viii. Date of resolution.

3.3.8.4 Additional Reports – The Contractor shall provide additional reports for managing Requesting/Billed Agency program as requested by Task Order, the Contract Manager, or the Task Order Manager. These reports may include but are not limited to:

- a) ACD Reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average answered, average abandoned, ACD down time, average ACD talk time (seconds), maximum answered, total ACD talk time (seconds), total not ready time, total down time, total wait time, total staff time, customer service staffing level per hour.
- b) Call volume reports - number of calls during each hour, number of abandoned calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received.
- c) Performance Reports – system down time, monthly turnover rate, average time in queue, average call duration per agency, number of calls handled per hour, number of staff on duty daily, number of calls transferred to agencies, and problem/complaint resolution log.

- d) Abandoned rate reports – The number of incoming calls that were queued, the number of calls that were removed from the queue as a result of the caller hanging up including the number of Calls Abandoned in the timeframe set by the Task Order requirements (e.g., 20 seconds), and the number of Calls Abandoned before the entrance message completes.

3.3.8.5 The Contractor shall describe online access capabilities for viewing reports via a web browser from remote locations including any dashboards, graphical capabilities, and security measures included in this feature.

3.3.8.6 Annually, the Contractor shall provide to the Contract Manager, all the latest scripts used by all the Requesting/Billed agencies.

### 3.3.9 Technical Requirements

3.3.9.1 The Contractor shall have the ability to develop, maintain, and manage database applications including:

- a) Agency Registries – Databases utilized to create and maintain program registration lists in order to:
  - i. Capture caller specific information and input to database per agency instructions;
  - ii. Update database applications as directed by the Requesting/Billed Agency;
  - iii. Contact registrants via phone call or mail and purge registries as directed by the Requesting/Billed Agency.
- b) Remote Databases – Databases maintained under Requesting/Billed Agency control that may require real-time input by Call Center CSR via a web browser, IVR, or other standard communications interface.
- c) Customer Ticket Tracking Database – A tracking database that captures automated information from the Contractor’s Call Management System and associates per-call information captured by the Call Center CSR.

3.3.9.2 All databases managed and maintained by the Contractor shall be capable of producing historical, real-time and ad-hoc reports in MS-EXCEL format or as .CSV files for agency access, or transmittal to the agency as directed.

3.3.9.3 The system providing Call/Contract Center services shall utilize security measures as identified in the State Security Policy - <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.

3.3.9.4 In particular, the system and Contractor procedures shall ensure data is secure during use on the Call Center computer and also protected during any data transfer between the Call Center computer and any other computer location.

3.3.9.5 The Contractor shall provide and describe in its proposal how its system provides: controller redundancy and storage capability; the ability to report/record mean times between failures of the processors and the disk subsystem; and contingencies for disk failure.

3.3.9.6 The Contractor shall provide a system that supports data archiving and retrieval and purging of all appropriate data.

3.3.9.7 The Contractor shall provide a process in place to retain and fully process calls if the Call Center CSR gets a busy signal when attempting to transfer a call.

### 3.3.10 Status Meetings

3.3.10.1 After the transition-in period, the Contractor shall meet with the Contract Manager on a monthly basis, as needed.

3.3.10.2 When requested, the Contractor shall submit an electronic status report. The status report shall itemize all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues with a proposed solution requiring the attention of the Contract Manager or DoIT management.

3.3.10.3 Attendees for these monthly meetings shall include the Contract Manager, the Task Order Manager, and any designees, plus the Contractor's Contract Administrator, Contractor's Transition Project Manager (during transition-in periods), and Contractor's Billing Administrator.

### 3.3.11 Training

3.3.11.1 The Contractor shall provide program-specific training to all Call Center Personnel based on the terms detailed in each Task Order.

3.3.11.2 The Contractor shall train and manage Personnel assigned to the Call Center as follows:

- a) Develop, conduct and maintain a comprehensive and continuous training program with the appropriate knowledge and current information to perform services required by the Requesting/Billed Agency.
- b) Ensure that all Call Center Personnel are trained in federal, state and local policies, procedures and Requesting/Billed Agency operations, with approval/agreement by the Requesting/Billed Agency.
- c) Develop and update training manuals and training records for the Requesting/Billed Agency's review and approval.
- d) Implement a procedure and schedule for ongoing training, refresher training and have a dedicated trainer onsite to conduct training that can be monitored by the Requesting/Billed Agency.

3.3.11.3 The Contractor shall train Call Center Personnel before answering calls for a program.

3.3.11.4 The Contractor shall provide a list of all CSRs trained and their agent ID to the Task Order Manager when requested.

3.3.11.5 The Contractor shall provide initial training for any new Call Center Personnel hired during the term of the Contract. Training for new Call Center Personnel shall be the Contractor's responsibility.

3.3.11.6 The Contractor shall provide training to Contractor Personnel to maintain continued effective operation as needed, and shall be the Contractor's responsibility.

3.3.11.7 The Requesting/Billed Agency will update the Contractor on an as needed basis concerning policy updates. The Requesting/Billed Agency will provide current desk reference guide material and other reference information as needed.

3.3.11.8 The agency may request training for special event-based requirements.

3.3.11.9 The Contractor shall identify the cost of any training required for new projects, new subject matter and certain familiarization throughout the term of the Contract in its response to a Task Order if those costs are to be the responsibility of the Requesting/Billed Agency.

### 3.3.12 Configuration Documentation

3.3.12.1 The Contractor shall provide the Contract Manager with configuration document(s) representing how the application is designed and/or configured. Acceptable formats for this documentation include: MS-Excel, MS-Word, MS-PowerPoint, and MS-Visio version 2007 or greater. A PDF is not acceptable.

3.3.12.2 Application configuration shall include, but not be limited to:

- a) Automated Attendant Menu Trees – Documentation shall include all menu options, menu layers, call vectors, and detailed scripts for automated attendant applications.
- b) ACD call vectoring - Documentation shall include all possible paths, call vectors, queues, time outs, transfers, menus, and call handling options, including skills based splits, that a call may encounter from the time the call is answered by a recording or live CSR.
- c) IVR configuration - Documentation should include all menus, announcements, options, and call treatments applied by the IVR, including timeouts, busy port encountered, and any other relevant call handling.

3.3.12.3 Call Center CSR scripts, including any actions including call transfers, data capture, escalation procedures, and after call work.

3.3.12.4 Any training materials developed for the specific agency application or program.

3.3.12.5 Configuration Documentation shall be provided no less frequently than annually, and shall be provided within thirty (30) days of a substantial change to the services or configurations for any individual Task Order.

### 3.3.13 Additional Taxes or Surcharges

A contract modification shall be required prior to Contractor billing new taxes or surcharges that are instituted beyond Contractor control (such as new federal mandated services usage fees).

## 3.4 Security Requirements

### 3.4.1 Employee Identification

3.4.1.1 Contractor Personnel shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or CSR shall provide additional photo identification.

3.4.1.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

### 3.4.2 Information Technology

3.4.2.1 The Contractor and Contractor Personnel shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

3.4.2.2 The Contractor and Contractor Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

## 3.5 Labor Categories and Qualifications

All activities shall be performed as fixed price services.

## 3.6 Performance and Personnel

### 3.6.1 Business Hours Support

The Contractor shall be capable of providing live technical support 24x7x365 as identified in requirement 3.3.2.2.

The Contractor shall provide the Requesting/Billed Agency Live Call Center support during the hours defined by the Task Order.

### 3.6.2 Performance Issue Mitigation

At any time during the Contract period of performance, should the performance of a Contractor resource be unsatisfactory as determined by the Task Order Manager, the Requesting/Billed Agency will pursue the following mitigation procedures prior to requesting a replacement resource:

- a) The Task Order Manager shall document performance issues and give written notice to the Contractor, clearly describing problems and delineating remediation requirement(s).
- b) The Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the Task Order Manager.

- c) Should performance issues persist, the Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

### 3.6.3 Key Personnel for this Contract

- 3.6.3.1 The Contractor shall assign individual personnel to perform the following functions as Key Personnel for this Contract. Key personnel staffing shall be part of the Offeror's price for the services provided under this RFP.
- 3.6.3.2 Key Personnel shall be available to perform Contract requirements no later than thirty (30) days from NTP. Key personnel shall be assigned to the State of Maryland as a dedicated resource.
- 3.6.3.3 The Contractor shall include as part of its proposal all of the Key Personnel defined in section 3.6.3.
  - 3.6.3.3.1 Contract Administrator - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to:
    - a) Acts as liaison between the Contractor Personnel and the State on all contract related matters including Task Orders,
    - b) Has the authority to commit the Contractor Personnel and provide any necessary remediation plans,
    - c) Responsible for the transition-in and transition-out process,
    - d) Chairs the status meetings, as required, between the Contractor and the Contract Manager.
  - 3.6.3.3.2 Transition Project Manager – Serves as the single POC for the transition-in process, transition-out process, answering questions and resolving issues during the transition period.
  - 3.6.3.3.3 Billing Administrator – Serves as the single POC for all billing questions and issues. Responsibilities of this function include, but are not limited to promptly answer billing questions, researching and correcting billing issues and problems.
  - 3.6.3.3.4 Service / Support Manager – Serves as the single POC, dedicated to the State, and first point of escalation for Call Center performance and problem issues.

## **3.7 Problem Escalation Procedure (PEP)**

- 3.7.1 The Contractor must provide and maintain a 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 must provide the PEP no later than ten (10) Business Days after notice of recommended Contract award or after the date of the NTP, whichever is earlier. 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) The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- c) Circumstances in which the escalation will occur in less than the normal timeframe;
- d) The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- e) Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- f) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- g) A process for updating and notifying the Task Order Manager(s) and Contract Manager of any changes to the PEP.

3.7.3 The Contractor shall provide the PEP with contact information to each Task Order Manager, the Contract Manager, as well as to other State personnel, as directed by the Contract Manager, should the Contract Manager not be available.

3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

### **3.8 Service Level Agreement (SLA)**

3.8.1 At time of Task Order issuance, the Task Order Manager (or designee) may elect to set SLA performance goals as provided for in section 3.8.4 below. Performance standards as established in this RFP shall be maintained by the Contractor throughout the term of the Contract to satisfy the scope of work under the Contract.

3.8.2 The Task Order Manager (or designee) will monitor and review Contractor performance standards on a daily, weekly, and monthly basis, based on Contractor-provided reports for each Task Order. The contractor shall provide a monthly summary report for SLA performance via email to the Contract Manager or designee in Microsoft Excel format or .csv file attachment)

3.8.3 If any of the Performance Standards are not met during the monthly reporting period, the Task Order Manager (or designee) will notify the Contractor of the standard that is not in compliance.

3.8.3.1 Special exception for the State Board of Elections: Due to the brevity of Task Orders for the State Board of Elections, performance shall be measured on a weekly basis and credits payable to the State under section 3.8.5 below will apply to the Monthly Charges for any Performance Standard missed during any single week of the month (Sunday-Saturday), not to exceed a total aggregate of 10% of the Monthly Charges per



month. Further, the Abandoned Call Rate Performance Standard for State Board of Elections shall be a weekly average of no more than 5%, with no single day in any week exceeding 10%.

3.8.4 If the Requesting/Billed Agency elects to apply an SLA credit methodology to the Task Order, the Task Order Manager (or designee) may assign SLA credits to each of the performance parameters set forth in Chart 3.8.A below, totaling in the aggregate a cap of not more than 10% of the Monthly Charges. For purposes of SLA credit calculation, Monthly Charges is defined as the invoiced charges (during the month of the breach) for CSR Call/Contact Time and Automated Services as set forth in Attachment F, Pricing. For Measurement e (Abandoned Call Rate), the Task Order Manager (or designee) shall also elect a Performance Standard between 5% and 10%.

3.8.5 Beginning on the SLA Activation date, for any of the Performance Standards not met during the monthly reporting period (or weekly in the case of the State Board of Elections), the SLA credit for that individual Measurement shall be applied to the Monthly Charges. The SLA Activation date means the date that services and charges commence for CSR Call/Contact Time and Automated Services. These performance standards are listed in Chart 3.8.A below.

3.8.6 Two examples of potential SLA credit methodologies

Measurement	Credit	Measurement	Credit
a	1.5%	a	2%
b	1.5%	b	2%
c	1%	c	2%
d	4%	d	2%
e	1%	e	0%
f	1%	f	0%
TOTAL	10%	TOTAL	8%

CHART 3.8.A

Measurement	Description	Performance Standard	SLA credit
a. Service Level	The service level (SL) quantifies the percentage of calls (X%) answered within a target timeframe (typically within Y seconds). Service levels are to be measured by half-hour or hour increments and reported on a daily, weekly or monthly basis based on Task Order requirements.	85% of calls are to be answered within 20 seconds.  100% of all calls are to be answered within 30 seconds.  This metric does not apply to calls that are fully serviced or abandoned in the IVR or an Automated	X%

		Attendant.	
b. Average Speed of Answer (ASA)	The average speed of answer (ASA) determines how quickly a call is answered within a target timeframe from the time the call enters the ACD system to the time a live call CSR answers the call. ASA levels are to be measured by half-hour or hour increments and reported on a daily, weekly or monthly basis based on Task Order requirements.	30 seconds	<b>X%</b>
d. In queue or on-hold time	Hold times for all callers, including Limited English Proficient and hearing impaired consumers. If hold time will be greater than 2 minutes, the caller should be able to choose to be called back by a CSR.	< 120 seconds in queue or on hold AND 90% of all call backs made within 4 hours.	<b>X%</b>
e. Abandoned Call Rate	The abandonment rate is the percentage of all callers (X%) that hang up once in the ACD or IVR queue within a target timeframe. The abandonment rate is measured either in real time or hourly and shall be reported on a daily, weekly or monthly basis based on Task Order requirements. Calls that are abandoned by the caller within 5 seconds are excluded from the ACR calculation.	TASK ORDER MANAGER SELECT BETWEEN 5% to 10% (default is 10% if not otherwise specified):  <b>X%</b>	<b>X%</b>
f. Busy Signal	The percentage of calls unable to get through and receive a busy signal.	< 2%	<b>X%</b>
g. Data Capture Rate	The acceptable minimum rate for capturing data on incoming calls. Data Capture on calls includes Call Center statistics, Customer Ticket Tracking database information, and agency database information collection (e.g. - Registries).	> 90%	<b>X%</b>

h. ACD Performance Complaints	The number of callers complaining about Call Center service expressed as a percentage of all calls, as documented by call center tickets for individual case tickets. ( Repeat complaints regarding the same incident will not be considered an additional incident.).	< 1%	<b>X%</b>
TOTAL %		(NOT TO EXCEED 10%)	<b>X%</b>

Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the result of a catastrophic failure affecting the entire system, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 10% of the Monthly Charges.

### 3.9 Deliverables

#### 3.9.1 Deliverable Submission

- 3.9.1.1 Deliverables for Requesting/Billed Agency Task Orders will be determined and approved by the Task Order Manager.
- 3.9.1.2 For every deliverable, the Contractor shall request that the Task Order Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment Q) with the deliverable. The Task Order Manager will acknowledge receipt of the deliverable via e-mail using the provided form.
- 3.9.1.3 When required for a deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment R, to the Task Order Manager in MS Word (2007 or greater).
- 3.9.1.4 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the Task Order Manager's discretion, the Task Order Manager may request one hard copy of a written deliverable.
- 3.9.1.5 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.
- 3.9.1.6 For any written deliverable, the Contract Manager or Task Order Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in this RFP or associated Task Orders. 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).

- 3.9.1.7 A DPAF shall not be submitted for standard Call Center monthly service charges or reports after Initial Setup has been approved, A DPAF is required upon initial setup of a new program or when a major change to existing program's script or operations that require significant reconfiguration of Automated Attendant, IVR, CTI, or ACD.

### 3.9.2 Deliverable Acceptance

- 3.9.2.1 A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable.
- 3.9.2.2 The Task Order Manager or designee shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Task Order Manager or designee is responsible for coordinating comments and input from various team members and stakeholders.
- 3.9.2.3 The Contract Manager or designee is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- 3.9.2.4 The Task Order Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating "Accepted" and signed by the Task Order Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld. A copy of the executed DPAF and of the invoice shall be issued to the Contract Manager at the time of submission.
- 3.9.2.5 In the event of rejection, the Task Order Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### 3.9.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- a) Be presented in a format appropriate for the subject matter and depth of discussion.
- b) Be organized in a manner that presents a logical flow of the deliverable's content.
- c) Represent factual information reasonably expected to have been known at the time of submittal.

- d) In each section of the deliverable, include only information relevant to that section of the deliverable.
- e) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- f) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- g) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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.

#### 3.9.4 Deliverable Descriptions / Acceptance Criteria

The Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.1	Kickoff Meeting	Contractor shall hold a kick-off meeting to include the Contract Manager, Contractor project manager, DoIT staff, and the incumbent Contractor Personnel.	Within five (5) business days of NTP.
3.9.4.2	Transition-In Plan	Contractor shall provide the Contract Manager with an MS Word document(s) that describes Transition-In Plan. The document shall contain information such as schedules and plans for attaining working knowledge operations and environment.	NTP + 5 business days.
3.9.4.3	Configuration Documentation	Contractor shall provide the Contract Manager with Configuration documentation as described in Section 3.3.13.	NTP + 30 days after an application is implemented and online and documents updated. Also within 30 days after a change has been made.
3.9.4.4	Reports	Contractor shall provide Call Center Reports, as	Monthly, by the tenth of

		described in Section 3.3.8, to the Task Order Manager on a monthly basis. Customized reports as specified in the Task Order are also to be provided.	the month.
3.9.4.5	Transition-Out Plan	Contractor shall provide a Transition-Out Plan as described in Section 3.3.4.	90 Days prior to the end of contract.
3.9.4.6	Deliverables as defined in a particular Task Order.	Contractor shall provide the deliverables as specified on Requesting/Billed Agency Task Order.	As specified on the Requesting/Billed Agency Task Order.
3.9.4.7	Problem Escalation Plan	Contractor shall provide and maintain a Performance and Escalation Plan for both routine and emergency situations in order to resolve any issues in a timely manner.	No later than ten (10) Business Days after notice of recommended Contract award or after the date of the NTP.
3.9.4.8	Disaster Recovery Plan	Contractor shall provide a Disaster Recovery Plan to include: <ul style="list-style-type: none"> <li>• An escalation plan for notifying the State of service outages.</li> <li>• Anticipated time for restoration of service.</li> </ul>	A draft of this disaster recovery plan is expected as part of the proposal.  An updated disaster recovery plan submitted within twenty five (25) days of NTP, with annual updates or updates within thirty (30) days of backup/disaster recovery process or procedural change.

### 3.10 Task Order Process

3.10.1 Services under the Contract will be provided via a Task Order.

3.10.2 Specific details regarding work to be performed for each Requesting/Billed Agency will be detailed in Task Orders issued by the Requesting/Billed Agency.

3.10.3 A Requesting/Billed Agency will initiate and send a Task Order (See Attachment S) to the Contract Manager to obtain services or resources within the scope of this RFP. The Task Order will include:

- a) Statement of Work
- b) Technical requirements and description of the services needed
- c) Live support requirements
- d) Report requirements beyond default reporting
- e) Training requirements
- f) Anticipated call volumes, as required
- g) Information to be collected per call
- h) Performance objectives, service level requirements, and/or deliverables, as applicable
- i) Required due date for start-up of services
- j) Due date and time for submitting a response to the Task Order
- k) Name of the Task Order Manager
- l) Requested/Billed Agency contacts
- m) Instructions for submitting invoices to the Requesting/Billed Agency
- n) Duration of Task Order, if for a duration less than the remaining duration of the Contract
- o) Limitation of liability multiplier between 1-5 times the Task Order value
- p) Whether federal funds are to be used on this Task Order
- q) Whether calls are not to be recorded

3.10.4 The Contract Manager or designee shall review the Task Order and shall approve the Task Order for submission to the Contractor.

3.10.5 The Contract Manager or designee shall return the Task Order to the Task Order Manager. The Task Order Manager will send the Task Order to the Contractor to provide a response to the Task Order Manager for services within the scope of this RFP.

3.10.6 The Contractor shall e-mail a response to the Task Order Manager within the specified time and include at a minimum:

- a) A response that details the Contractor's understanding of the work.
- b) Detailed pricing to complete the Task Order in accordance with pricing provided in the Contractor's Financial Proposal.
- c) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
- d) Additional State-furnished information required to complete the work requested under the Task Order.

- e) A copy of the current PEP.
  - f) Any additional forms required based on the Task Order, always including a signed Conflict of Interest attachment
- 3.10.7 The Task Order Manager will review the response to confirm that the prices contained in the response are acceptable.
- 3.10.8 The Task Order Manager may contact the Contractor to obtain additional information or to provide clarification or revision to the Task Order.
- 3.10.9 The Task Order must be approved by both the Task Order Manager and the Contract Manager.
- 3.10.10 The Requesting/Billed Agency Procurement Office will issue a release off of the Blanket Purchase Order and send the approved purchase order to the Contractor as NTP for the work specified on the Task Order.
- 3.10.11 The Contractor shall not perform any services unless the Task Order bears the approval of both the Contract Manager and Task Order Manager.
- 3.10.12 The Contractor shall not accept a Task Order, or any change request to an existing Task Order, that includes a request to handle (collect, store, transmit, have access to) personally identifiable information (PII), protected health information (PHI) or other private/confidential data, as specifically determined by the State. This includes information about an individual that (1) can be used to distinguish or trace the 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; (3) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Fin. & Proc. § 10-1301(c). Upon receipt of any such request, the Contractor shall not proceed with the Task Order and shall, instead, notify the Contract Manager immediately.

### **3.11 Insurance Requirements**

#### **3.11.1 General Liability**

The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

#### **3.11.2 Errors and Omissions/Professional Liability**

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

#### **3.11.3 Automobile and/or Commercial Truck Insurance**



The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

#### 3.11.4 Employee Theft Insurance

The Contractor shall maintain Employee Theft Insurance with minimum limits of \$250,000 per occurrence.

#### 3.11.5 Certificates of Insurance

The Contractor shall update certificates of insurance from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

- a) Workers' 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.
- b) Commercial General Liability
- c) Errors and Omissions/Professional Liability
- d) Automobile and/or Commercial Truck Insurance
- e) Employee Theft Insurance as required

#### 3.11.6 State Inclusion on Insurance

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

#### 3.11.7 Subcontractor Insurance

The Contractor shall require that any subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

#### 3.11.8 Notification of Insurance after Award

The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.11 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notice of recommended award.

### **3.12 Invoicing**

- 3.12.1 Contractor shall provide and send separate monthly invoices to each Requesting/Billed Agency as identified in each Task Order.

- 3.12.2 All invoices shall be submitted no later than fifteen (15) calendar days following the month the service was provided, unless specified differently in the Task Order.
- 3.12.3 The monthly invoice shall include at a minimum the following:
- a) Contractor name, address and FEIN number
  - b) Requesting/Billed Agency Account number
  - c) Invoice number and date
  - d) Billing period
  - e) State purchase order number
  - f) Task Order number
  - g) Type of service provided
  - h) Discounts (if applicable)
  - i) Unit price
  - j) Deduction of all non-compliant service charges
  - k) Total current charges
  - l) Past due charges
  - m) Balance to date
  - n) Date due
  - o) Remittance address and toll free telephone number for billing inquiries
  - p) Call Detail Report
- 3.12.4 Additional information may be required in the future and will be identified by written notice to the Contractor.
- 3.12.5 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 3.12.6 The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 3.12.7 The Task Order shall indicate whether the Contractor sends or e-mails the original of each invoice and signed DPAF (Attachment R), for each deliverable being invoiced to the address(es) listed on the Task Order. A DPAF shall not be submitted with invoices for standard Call Center monthly service charges.
- 3.12.8 Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.
- 3.12.9 For the purposes of this Contract an amount will not be deemed due and payable if:
- a) The amount invoiced is inconsistent with the Contract.
  - b) The proper invoice has not been received by the party or office specified in the Contract.
  - c) The invoice or performance under the contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract
  - d) The item or services have not been accepted.

- e) The quantity of items delivered is less than the quantity ordered.
- f) The items or services do not meet the quality requirements of the Contract
- g) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- h) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- i) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

### **3.13 SOC 2 Type II Audit Report**

A SOC 2 Type II Audit Report is not required for this solicitation.

## 4 PROPOSAL FORMAT

### 4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

### 4.2 Volume I – Technical Proposal

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

#### 4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (ex. "Section 3.2.1 Response). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

4.2.2 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:

##### 4.2.2.1 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.

##### 4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's 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 (see Section 1.14 "Public Information Act Notice").

##### 4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

- a) Name and address of the Offeror;
- b) Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- c) Solicitation Title and Solicitation Number that the Proposal is in response to;

- d) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- e) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual’s Social Security Number (SSN);
- f) Offeror’s eMM number;
- g) Offeror’s MBE certification number (if applicable);
- h) Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and
- i) Acknowledgement of all addenda to this RFP issued before the Proposal due date.

4.2.2.4 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.” The Summary shall also clearly identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Offeror shall document all assumptions and exceptions. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation (Submit under TAB D)

Reference	Requirement	Evidence of Compliance
2.1.1	<p>Offeror shall provide three (3) references demonstrating the provision of Call Center Services during engagements performed within the three (3) years preceding the issuance of this RFP.</p> <ul style="list-style-type: none"> <li>a. At least one engagement must have lasted longer than one (1) calendar year.</li> <li>b. At least two of the references must demonstrate that the Offeror has handled a minimum per-client quantity of 5,000 live inbound CSR calls per month during a given 12 month period within the last three (3) years.</li> <li>c. At least one of the references must demonstrate that the Offeror has handled a minimum per-client quantity of 10,000 live inbound CSR calls within at least one month during last three (3) years.</li> </ul>	<p>Offeror to provide evidence of compliance. For each reference, the Offeror shall include:</p> <ul style="list-style-type: none"> <li>• Name of company/organization supported</li> <li>• Start Date</li> <li>• End Date if applicable</li> <li>• Contact information for an individual in the organization that can attest to the engagement.</li> <li>• Additionally:                             <ul style="list-style-type: none"> <li>○ <u>For (b) only</u> - the average # of calls per month over a 12 month period within the last three (3) years.</li> <li>○ <u>For (c) only</u> - the month and year during the 3 year period with the highest number of calls and the quantity of calls handled during that month.</li> </ul> </li> </ul>

Reference	Requirement	Evidence of Compliance
2.1.2	Offeror shall demonstrate that it has at least three (3) continuous years of experience in implementing and delivering Call Center Services of similar size and scope to those required this RFP to Federal, State, and/or Local Government and/or Corporate customers. All examples provided must be within the United States of America.	Offeror shall provide evidence of compliance. For each example, the Offeror shall include: <ul style="list-style-type: none"> <li>• Customer Name</li> <li>• Start Date</li> <li>• End Date</li> <li>• Contact Information for an individual in the organization that can attest to the engagement</li> <li>• Average number of monthly calls</li> <li>• Whether the calls were handled by: <ul style="list-style-type: none"> <li>○ Live CSR</li> <li>○ IVR/Auto Attendant</li> <li>○ Combination of both of the above</li> </ul> </li> </ul>

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

- a) The Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe how its proposed products/services, including the products/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 a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- b) The Offeror shall give a definitive 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 and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, 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.
- c) The Offeror shall identify the location(s) from which it proposes to provide the 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.
- d) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the

Contract will be escalated in order to resolve any issues in a timely manner. Procedures must be submitted as indicated in RFP Section 3.7.

- e) The Offeror shall provide a disaster recovery plan, for restoring system operations.
- f) The Offeror shall provide a draft Transition-In Plan as described in Section 3.3.3. This plan shall demonstrate the Offeror's initial plans for transition services, including how the Offeror intends to migrate call center programs during the Transition-In period.
- g) The Offeror shall provide a sample Performance Call Volume Report as described in Section 3.3.8.3A that demonstrates the Offeror's ability to generate customized reports.

#### 4.2.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

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.

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.

#### 4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

#### 4.2.2.9 References (Submit under TAB H)

At least three (3) references from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided products/services within the past four (4) years and shall include the following information:

- a) Name of client organization;

- b) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c) Value, type, duration, and description of products/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.

#### 4.2.2.10 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 services or for which products/services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a) The State contracting entity;
- b) A brief description of the products/services provided;
- c) The dollar value of the contract;
- d) The term of the contract;
- e) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f) 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.

#### 4.2.2.11 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:

- a) Dunn and Bradstreet Rating;
- b) Standard and Poor's Rating;
- c) Lines of credit;
- d) Evidence of a successful financial track record; and
- e) Evidence of adequate working capital.

#### 4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate 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 3.11. See Section 3.11.8 for the required insurance certificate submission for the apparent awardee.



#### 4.2.2.13 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 the 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. See Section 4.2.2.7 for additional Offeror requirements related to subcontractors.

#### 4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- a) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c) 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
- d) In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### 4.2.3 Additional Required Technical Submissions (Submit under TAB N)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

For paper submissions, submit two (2) copies of each with original signatures:

- a) Completed Bid/Proposal Affidavit (Attachment B).
- b) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
- c) Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- d) Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- e) Completed Location of the Performance of Services Disclosure (Attachment N)

### **4.3 Volume II – Financial Proposal**

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

### **4.4 Proposal Packaging**

4.4.1 Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each

volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:

- a) The RFP title and number,
- b) Name and address of the Offeror, and
- c) Closing date and time for receipt of Proposals

4.4.1.1 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. An electronic version of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original Financial Proposal. **Provide no pricing information on the media submitted in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal media (Volume II).**

4.4.1.2 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice").

4.4.1.3 Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.4.2 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

## 4.5 Proposal Delivery

4.5.1 Offerors may submit proposals by hand or delivery as described below to the address provided in the Key Information Summary Sheet.

- a) For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- b) Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.5.2 The Procurement Officer must receive must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet 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.

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## 5 EVALUATION CRITERIA AND PROCEDURE

### 5.1 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.

### 5.2 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

5.2.1 The Offeror's overall level of capability to provide Call Center Services, as demonstrated by the quality of the Offeror's Technical Response to the requirements in Section 3 - the Scope of Work (excluding the Transition-In Plan and Reporting requirements). The State prefers that an Offeror's Response illustrate a comprehensive understanding of the RFP's 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 that demonstrate an understanding of the work requirements and include well-described plans to meet or exceed them.

Note: The State will place greater weight on the Offeror's responses to Section 3.3.7 – the Functional/Business Requirements. (See RFP §§4.2.2.6 - 4.2.2.7)

5.2.2 The Offeror's qualifications, as demonstrated by its past experience in providing services similar to those required by this RFP (including the qualifications of any proposed subcontractors). (See RFP §§4.2.2.8 – 4.2.2.10 and 4.2.2.13)

5.2.3 The overall quality of the Offeror's proposed plan to Transition-In, as described in Section 3.3.3 of the RFP. Quality will be determined by compliance with the requirements in Section 3.3.3 of the RFP and the level of risk involved with the Offeror's proposed plan. (See RFP §4.2.2.6 (f))

5.2.4 The Offeror's overall level of capability to meet the Reporting requirements described in RFP §§ 3.3.8.3 - 3.3.8.6. Capability will be determined by the quality of the Offeror's sample Performance Call Volume Report. Quality will be determined by the compliance with the requirements in Section 3.3.8.3. (See RFP §4.2.2.6 (g))

### 5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) 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 F - Price Sheet.

## 5.4 Reciprocal Preference

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:

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

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

## 5.5 Selection Procedures

### 5.5.1 General

5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals 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.

5.5.1.2 In either case (i.e., 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.

### 5.5.2 Selection Process Sequence

5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.

5.5.2.2 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.

5.5.2.3 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.

5.5.2.4 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 further evaluate the Offeror's entire Proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may not substitute key personnel through a BAFO (see Section 1.23.5 Substitution Prior to Award).**

### 5.5.3 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 greater weight than financial factors.

## 5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a) Contract (Attachment A),
- b) Contract Affidavit (Attachment C),
- c) MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,
- d) MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,
- e) Non-Disclosure Agreement (Attachment J),
- f) Evidence of meeting insurance certificate requirements (See Section 3.11.8)

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## RFP ATTACHMENTS

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT D – Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

### **ATTACHMENT E – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT F – Financial Proposal Instructions and Price Sheet**

The Price Sheet must be completed and submitted with the Financial Proposal.

### **ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

### **ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT K – HIPAA Business Associate Agreement**

Not applicable to this RFP.

**ATTACHMENT L – Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT N – Location of the Performance of Services Disclosure**

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT P – Non-Disclosure Agreement (Offeror)**

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

**ATTACHMENT Q – Agency Receipt of Deliverable Form**

If required, this Attachment is to be completed upon deliverable delivery to the State

**ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)**

If required, this Attachment is to be completed upon deliverable acceptance by the State

**ATTACHMENT S – Sample Task Order Request**

If required, this Attachment is to be completed by the State for any additional work under the general scope of this contract



**ATTACHMENT A - CONTRACT**

Department of Information Technology  
Call/Contact Center Services 2015  
060B5400014

THIS CONTRACT (the "Contract") is made this \_\_\_\_ day of (month), (year) by and between (Contractor's name) and the STATE OF MARYLAND, acting through the Department of Information Technology (DoIT).

IN CONSIDERATION of the promises and the covenants herein contained, 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 "Contract" means this contract for Call/Contact Center Services 2015
- 1.3 "Contractor" means \_\_\_\_\_, whose principal business address is:  
\_\_\_\_\_.
- 1.4 "Contract Manager" means the Department employee identified in Section 1.6 of the RFP as the Contract Manager.
- 1.5 "Department" means the Department of Information Technology (DoIT)
- 1.6 "eMM" means eMaryland Marketplace.
- 1.7 "Financial Proposal" means the Contractor's financial proposal dated \_\_\_\_\_.
- 1.8 "RFP" means the Request for Proposals for 060B5400014 Call/Contact Center Services 2015 and any amendments thereto issued in writing by the State.
- 1.9 "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.10 "Procurement Officer" means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.11 "Proposal" collectively refers to the Technical Proposal and Financial Proposal.
- 1.12 "Requesting/Billed Agency" means any State executive branch unit that has ordered services under a Task Order.
- 1.13 "Software" means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. "Software" also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- 1.14 "State" means the State of Maryland.
- 1.15 "Technical Proposal" means the Contractor's technical proposal dated\_\_\_\_\_.
- 1.16 "Veteran-owned Small Business Enterprise" (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**2. Scope of Contract**

- 2.1. The Contractor shall provide products and services as described in the RFP
- 2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through D, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – The RFP

Exhibit B –The Contract Affidavit dated \_\_\_\_\_.

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.3 A Task Order may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. Task Orders may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

**3. Period of Performance**

- 3.1. The Contract shall start as of the date of full execution by the parties. From this date, the Contract shall be for a period of five (5) years beginning January 1, 2016 and ending on December 31, 2021. In its sole discretion, the Department shall have the right to exercise an option to extend the Contract for two (2) additional one- year renewal periods and/or for one additional 180-day transition period following either the initial term or an exercised renewal period.
- 3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.
- 3.3. Audit, confidentiality, document retention, Work Product (see §5.2) retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

- 4.1. The total payment for products and services provided under a fixed price Task Order or the fixed price element of a combined fixed price – time and materials Task Order, shall be the firm fixed price submitted by the Contractor in its Financial Proposal For time and materials Task Orders, or Task Orders which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed a not to exceed value (the "NTE Amount") specified in the Task Order. Any work performed by the Contractor in excess of the ceiling amount of any Task Order without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment.
- 4.2. The Contractor shall submit invoices as required in the Task Order in accordance with the requirements in Section 3.12 of the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to either fixed price or time and material billing. Invoices for third-party software support and maintenance will be paid on monthly basis. Each invoice must include the Contractor's Federal Tax Identification Number: <<enter the Contractor Tax ID number>>. The Contractor's eMM identification number is <<enter the Contractor's eMM ID number>>. 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. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the individual

specified on the Task Order. The 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.

- 4.3 In consideration of the satisfactory performance of the Contract and any Task Order, the Requesting/Billed Agency shall promptly process a proper invoice for payment in accordance with the terms of this Contract.
- 4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer or the Requesting/Billed Agency Task Order Manager, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer or Requesting/Billed Agency 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 or Requesting/Billed Agency.

## **5. Patents, Copyrights, Intellectual Property**

- 5.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
- 5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the-shelf software (COTS) and or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.
- 5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State,

including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any Third-party Intellectual Property rights. Contractor 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, which consent may be withheld in the State's sole and absolute discretion. Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

- 5.6. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.
- 5.7. Except for any Third-Party Intellectual Property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.
- 5.8. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.
- 5.9. 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.

- 5.10. The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Work Product delivered under this Contract.

## **6. Indemnification**

- 6.1. Contractor shall indemnify and defend the State against liability for any costs, expenses, loss, suits, actions, or claims of any character, including reasonable attorneys' fees, arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 6.5. Section 6 shall survive expiration of this Contract.

## **7. Limitations of Liability**

- 7.1. 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, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:
- 7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;
- 7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability shall not exceed five (5) times the total amount of the Task Order out of which the claim arises; provided, however, the State may, in its sole discretion, decrease the ceiling established hereunder in any Task Order issued pursuant to this RFP. 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 liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

7.1.4 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.

## **8. Prompt Pay Requirements**

- 8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, 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.
- 8.2. 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 (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.
- 8.3. 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 subcontractor under this Contract, 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.
- 8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

## **9. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State’s payment for the same in accordance with the terms of this Contract.

## **10. Source Code Escrow**

Source code escrow does not apply to this Contract.

## **11. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.17.

## **12. Markings**

The Contractor shall not affix (or permit any third party to affix) any restrictive markings upon any Work

Product and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

**13. Exclusive Use and Ownership**

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 that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. 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 the confidentiality and intellectual property terms of this Contract.

**14. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

**15. Parent Company Guarantee (If Applicable)**

[Corporate name of 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 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 Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

**16. General Terms and Conditions**

Unless otherwise noted, the General Terms and Conditions are mandatory Contract Terms and cannot and will not be revised.

**16.1. 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.

**16.2. Maryland Law Prevails**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any software license acquired hereunder. Any and all references to the Annotated Code of

Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

### **16.3. Multi-year Contracts contingent upon Appropriations**

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 of a Task Order under this Contract, the Task Order shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Task Order hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Task Order, 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 Task Order. 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.

### **16.4. Cost and Price Certification**

16.4.1. 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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

16.4.2. 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 agreed upon between the parties, was inaccurate, incomplete, or not current.

### **16.5. Contract Modifications**

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 16.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **16.6. 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 of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages



caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**16.7. 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 21.07.01.12 (A)(2).

**16.8. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**16.9. 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.

**16.10. Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

**16.11. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (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.

**16.12. Commercial Non-Discrimination**

16.12.1. As a condition of entering into this Agreement, 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, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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.

- 16.12.2. As a condition of entering into this Agreement, 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's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

### **16.13. Subcontracting and Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

### **16.14. Minority Business Enterprise Participation**

- 16.14.1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal and subgoals have been established for this procurement as described in section 1.33 of the RFP.

- 16.14.2. Liquidated Damages

- 16.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the

requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

- 16.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$26.78 per day until the monthly report is submitted as required.
  - ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$187.47 per MBE subcontractor.
  - iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
  - iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
  - v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$26.78 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

#### 16.14.3. MBE Prompt Pay Requirements

- 16.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department or Agency 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:
    - (1) Inspecting any relevant records of the Contractor;
    - (2) Inspecting the jobsite; and
    - (3) Interviewing subcontractors and workers.
    - (4) Verification shall include a review of:

- (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
  - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- B) If the Department or Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Department or Agency 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 or Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department or Agency requires, then the Department or Agency may:
- (1) Terminate the Contract;
  - (2) Refer the matter to the Office of the Attorney General for appropriate action; or
  - (3) Initiate any other specific remedy identified by this Contract.
- 16.14.3.2. 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.

### **16.15. Insurance Requirements**

The Contractor shall maintain workers' compensation coverage, and property and casualty insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed 35 days in advance of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the RFP.

### **16.16. Veteran Owned Small Business Enterprise Participation**

There is no VSBE subcontractor participation goal for this procurement.

### **16.17. Security Requirements and Incident Response**

- 16.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>.

- 16.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- 16.17.3. The Contractor further agrees to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.
- 16.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department's data.
- 16.17.5. If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively "Sensitive Data") occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department) requests concerning such unauthorized use or disclosure.
- 16.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
  - (b) the Sensitive Data used or disclosed,
  - (c) who made the unauthorized use or received the unauthorized disclosure;
  - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- 16.17.7. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 16.17.8. This Section shall survive expiration or termination of this Contract.

#### **16.18. Suspension of Work**

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

#### **16.19. Nonvisual Accessibility Warranty**

- 16.19.1. 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.
- 16.19.2. 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.

#### **16.20. Compliance with Laws/Arrearages**

The Contractor hereby represents and warrants that:

- 16.20.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 16.20.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 16.20.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 16.20.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **16.21. 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 or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

#### **16.22. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **16.23. Financial Disclosure**

The Contractor shall comply with the provisions of §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 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 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.

#### **16.24. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

#### **16.25. Retention of Records and Audit**

16.25.1. The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after close out of this Contract and final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

16.25.2. This provision shall survive expiration of this Contract.

#### **17. Liquidated Damages**

Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders. The parties agree that any assessment of liquidated damages

shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as liquidated damages to compensate the State for the Contractor’s failure to timely complete Contract work.

**18. Administrative Information**

**18.1. Procurement Officer and Contract Manager**

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

**18.2. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Lew Bobbitt  
45 Calvert Street  
Annapolis, MD 21401  
  
Phone Number: 410-260-7554  
E-Mail: lew.bobbitt@maryland.gov

With a copy to:

Dale Eutsler  
Department of Information Technology (DoIT)  
45 Calvert Street  
Annapolis, MD 21401  
  
Phone Number: 410-260-7863  
E-Mail: dale.eutsler@maryland.gov

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_



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

CONTRACTOR

STATE OF MARYLAND

Department of Information Technology (DoIT)

\_\_\_\_\_

By:

\_\_\_\_\_

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

\_\_\_\_\_

Date

Or designee:

\_\_\_\_\_

\_\_\_\_\_

Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_

(Date)

\_\_\_\_\_

(BPW Item #)

**ATTACHMENT B - BID/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 quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/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 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 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 21.11.12; 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):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

## I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/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; or
- (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)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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;

(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, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

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

#### K. 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: \_\_\_\_\_

#### 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. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §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.

**N. 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.

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)  
\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**ATTACHMENT C - 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, §§14 101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**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 Bid/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:
    - The dangers of drug and alcohol abuse in the workplace;
    - The business's policy of maintaining a drug and alcohol free workplace;
    - Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - 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:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not 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:

Take appropriate personnel action against an employee, up to and including termination; or

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:

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 Bid/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: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS****MBE ATTACHMENT 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 bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or 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 Invitation for Bids or 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 entities 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 a 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. **NOTE: New 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 forces toward 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, 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. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that 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 own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

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 a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, 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: \_\_\_\_\_ %  
 Total Asian American MBE Participation: \_\_\_\_\_ %  
 Total Hispanic American MBE Participation: \_\_\_\_\_ %  
 Total Women-Owned MBE Participation: \_\_\_\_\_ %

**Overall Goal**

Total MBE Participation (include all categories): 10 %

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

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. 060B5400014, I affirm the following:

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

\_\_\_\_\_ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- \_\_\_\_\_ percent for African American-owned MBE firms
- \_\_\_\_\_ percent for Hispanic American-owned MBE firms
- \_\_\_\_\_ percent for Asian American-owned MBE firms
- \_\_\_\_\_ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, 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.

**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. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

**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) Outreach Efforts Compliance Statement (Attachment D-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment D-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility 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 I am not responsible and therefore not eligible 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) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**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 )**

MBE Prime 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	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): _____%  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): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____
---	--

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Prime 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	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime 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	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime 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	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime 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	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

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

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

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

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**MBE ATTACHMENT 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 Bidder/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 Bidder/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 a Bidder/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 Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/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 Bidder's/Offerors 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 Bidder/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 Bidder/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 bid 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 Bidder/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 Bidder/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 a firm 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 Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offerors Good Faith Efforts when the Bidder/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 Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid 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 Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/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 Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/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 Bidder/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 Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/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 Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/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 Bidder/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 Bidder/Offeror should:
  - (a) provide the written solicitation at least 10 days prior to bid 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 Bidder/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 Bidder/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 Bidder/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 Bidder/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-bid 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**

Bidders/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. A Bidder/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 a Bidder's/Offerors failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
  - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
  - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) the number of MBE firms that the Bidder/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) the number of quotes received by the Bidder/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 Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A Bidder/Offeror shall not reject a 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 Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/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 a 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 bids 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 Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining 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 bids or offers and subcontract bids 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 a Bidder/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 Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/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 Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, a Bidder/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 Bidder's/Offerors compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement – Attachment 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 Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offerors 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 Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offerors conclusion, including the quotes received from all MBE and Non-MBE firms bidding 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 a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/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 Bidder's/Offerors Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.



**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. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_

(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid 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 bid, 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**

**MBE ATTACHMENT D-1C**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

**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 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 Bidder/Offeror made available to MBE firms**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/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 Bidder’s/Offerors 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 bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/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
	<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

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:
Solicitation Number:	

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 bids/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 Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/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 Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/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
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <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
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <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**

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/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 bid)	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 <hr/>	\$ _____	<hr/> <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 <hr/>	\$ _____	<hr/> <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 <hr/>	\$ _____	<hr/> <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 <hr/>	\$ _____	<hr/> <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 <hr/>	\$ _____	<hr/> <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 <hr/>	\$ _____	<hr/> <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.

MBE ATTACHMENT D- 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: \_\_\_\_\_

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

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

4. Please Check One:

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

5. Please Check One:

- checkbox Bidder/Offeror did attend the pre-bid/pre-proposal conference.
checkbox No pre-bid/pre-proposal meeting/conference was held.
checkbox Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MBE Attachment 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 Working Days of notification of apparent award. If the BIDDER/Offeror fails to return this AFFIDAVIT within the required time, the Procurement Officer may determine that the BIDDER/Offeror is not responsible and therefore not eligible for Contract award.**

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. 060B5400014 , 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 products/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 Bid/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 Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of 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.

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



**MBE Attachment 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 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that \_\_\_\_\_ (Prime Contractor’s Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. 060B5400014 , 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 products/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**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

This form must be completed monthly by the prime contractor.

**MBE ATTACHMENT D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report**

**Department of Information Technology  
Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b>	Contract Amount: _____
<b>Note: Please number reports in sequence</b>	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:	
Subcontractor Services Provided:		
List all payments made to MBE subcontractor named above during this reporting period:	List dates and amounts of any outstanding invoices:	
Invoice#      Amount	Invoice #      Amount	
1.	1.	
2.	2.	
3.	3.	
4.	4.	
Total Dollars Paid:	Total Dollars Unpaid:	
\$ _____	\$ _____	

**\*\*If more than one MBE subcontractor is used for this contract, you must use separate 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):**

_____ Contract Manager
_____ Contracting Unit
(Department)
_____
_____ mailto:

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

(Required)

*This form must be completed monthly by MBE subcontractor*

**Sample MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report**

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. <table border="0"> <tr> <td style="text-align: center;">Invoice Amount</td> <td style="text-align: center;">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> Total Dollars Paid: \$_____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table border="0"> <tr> <td style="text-align: center;">Invoice Amount</td> <td style="text-align: center;">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> Total Dollars Unpaid: \$_____	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

Prime Contractor:	Contact Person:
-------------------	-----------------

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Manager
_____ Contracting Unit
(Department)
_____ mailto:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**MBE Attachment D-4B MBE Prime Contractor Report**

**Department of Information Technology  
Minority Business Enterprise Participation**

**MBE Prime Contractor Report**

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

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

_____ Contract Manager _____ Contracting Unit (Department) _____ _____ _____	
---	--

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

(Required)

This form must be completed monthly by MBE subcontractor

**MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report**

**Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	

Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$_____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$_____	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

Prime Contractor:	Contact Person:
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**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Manager
_____ Contracting Unit
(Department)
_____ mail to:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

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

Solicitation Number 060B5400014

Call/Contact Center Services 2015

A Pre-proposal conference will be held at 10:00 AM EST on June 12, 2015, at 45 Calvert Street, Annapolis, MD 21401. Please return this form by June 10, 2015 advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail:

Dale Eutsler

DoIT

45 Calvert Street

Annapolis, MD 21401

E-mail: dale.eutsler@maryland.gov

Please indicate:

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

- 1.
- 2.
- 3.

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

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

---

Signature

Title

---

Name of Firm (please print)

## PRE-PROPOSAL CONFERENCE DIRECTIONS

**From Baltimore Area:**

Take I-97 off the Baltimore Beltway heading south to Annapolis.

I-97 will end and turn into Route 50 East.

Take Rowe Blvd. exit toward downtown Annapolis.

**From the Eastern Shore or Route 2:**

Cross the Severn River Bridge and exit on Rowe Blvd.

**From Either Direction:**

Follow Rowe Blvd. to the third traffic light.

Stay to the right when the road splits before the Treasury Building.

Turn right onto Calvert St.

45 Calvert Street is the first building immediately on the right.

Room 164 is on the first floor.

Stop and register with the Security Guard; you will be directed to Room 164.

**Parking:**

The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.



**ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS**

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

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

- 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) Blanks in every Price Sheet shall be filled in per the instructions. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet 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 Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, 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 will 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 Price Sheet.
- 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 Price Sheet 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.

TO BE WORKED INTO THE PRICE SHEET INSTRUCTIONS (based on Local Access RFP)

- 1) Columns F – S are for taxes and surcharges that may appear on the invoice. Seven taxes and surcharges are identified with two columns for each: For each line in the spreadsheet, only enter a fixed fee or a percentage but not both.
  - a) Percentage – if the cost for the tax or surcharge is a percentage of the monthly charge, enter the percentage number in this column. For example if the item is billed at three percent, enter a “3.”
  - b) Fixed Fee – if the cost for the tax or surcharge is a fixed amount, enter the number in this column. For example, if the item was billed at one dollar fifty cents each, enter “1.50.”

#### ATTACHMENT F – PRICE SHEET

The Price Proposal template is provided by separate Microsoft Excel File.

**ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

## Living Wage Requirements 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 the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of 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, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's 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/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

\_\_\_ Bidder/Offeror is a nonprofit organization

\_\_\_ Bidder/Offeror is a public service company

\_\_\_ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

\_\_\_ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

\_\_\_ 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 with Bid/Proposal)**

**ATTACHMENT H - FEDERAL FUNDS ATTACHMENT**

**Contractor shall complete federal funds attachments in response to a Task Order indicating federal funds are required.**

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)



- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

## ATTACHMENT H-1

**U.S. Department of Health and Human Services  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**ATTACHMENT H-2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. Contract  <input type="checkbox"/> b. Grant  <input type="checkbox"/> c. Cooperative Agreement  <input type="checkbox"/> d. Loan  <input type="checkbox"/> e. Loan guarantee  <input type="checkbox"/> f. Loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. Bid/offer/application  <input type="checkbox"/> b. Initial award  <input type="checkbox"/> c. Post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. Initial filing  <input type="checkbox"/> b. Material change</p> <p>For Material Change Only:                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime   <input type="checkbox"/> Subawardee   Tier _____, if known:                  Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>	
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____   <input type="checkbox"/> actual   <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. cash   <input type="checkbox"/> b. in-kind, specify:                  nature _____                  value: _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p>   <p>(attach Continuation Sheet(s) SF-LLLA, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLLA attached:</b>   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	

Federal Use Only

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Standard Form LLL (Rev. 7-97)**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING  
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT H-3****DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Public Health Service  
Health Resources and  
Service Administration  
Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

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Signature of Authorized Certifying Individual

**ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Reference COMAR 21.05.08.08

**(submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or 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 Bid/Proposal is made.

C. The Bidder/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 Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

**ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Department of Information Technology (the “Department or Agency”), and \_\_\_\_\_ (the “Contractor”).

**RECITALS**

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Call/Contact Center Services Solicitation # 060B5400014 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, State Govt. § 10-1301) and protected health information (PHI) 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. 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. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s 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 who 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. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure

to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department or Agency all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;



- 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, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: \_\_\_\_\_ Department of Information Technology

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

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

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

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

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and	Employee (E)	Signature	Date
Address of Individual/Agent	or Agent (A)		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CERTIFICATION TO ACCOMPANY RETURN 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.

**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 K - HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

**ATTACHMENT L - MERCURY AFFIDAVIT**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. 060B5400014 – Call/Contact Center Services, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/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 Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

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- b. Reasons why it is necessary or advantageous to perform services outside the United States:

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The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

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

Bidder/Offeror Name: \_\_\_\_\_

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

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

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

Please be advised that the Department 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 O - DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.



**ATTACHMENT P - NON-DISCLOSURE AGREEMENT(OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # 060B5400014 for Call/Contact Center Services 2015. In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dale Eutsler, at DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. 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 OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS INSTRUCTED IN RFP**

**ATTACHMENT Q - AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

RFP Title Call/Contact Center Services 2015

Project Number (RFP #): 060B5400014

Title of Deliverable: \_\_\_\_\_

RFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of Contract Manager: Contract Manager

_____	_____
Contract Manager Signature	Date Signed

Name of Contractor's Project Manager: \_\_\_\_\_

_____	_____
Contractor's Project Manager Signature	Date Signed

**ATTACHMENT R - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: Department of Information Technology

RFP Title: Call/Contact Center Services 2015

Contract Manager: Alan J. Sabol 410-260-7970

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): 060B5400014 has been received and reviewed in accordance with the RFP.

Title of deliverable: \_\_\_\_\_

RFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT S - SAMPLE TASK ORDER**

Agency Name:

Agency Address:

RFP Title: Call/Contact Center Services 2015

Contract Manager: Lew Bobbitt

Phone Number: 410-260-7970

Task Order Manger:

Phone Number:

TASK ORDER	Task Order #	Contract #

This Task Order is issued under the provisions of a Contract. The services authorized are within the scope of services set forth in the *Purpose* of the Task Order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval prior to payment.

*(Attach additional sheets if necessary)*

Service Level Performance Goals & Metrics *(if applicable):*

Start Date		End Date	
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Cost				
Description for Task / Deliverables	Quantity (if applicable)	Hours	Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		<<Department ACRONYM>> shall pay an amount not to exceed		\$

Contractor		DoIT Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) Contract Manager (Date)	
POC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

Agency Approval	
(Signature) Task Order Manager (Date)	
Task Order Manager	(Print Name)
Telephone No.	
E-mail:	