



**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF TRANSPORTATION**  
**MARYLAND TRANSIT ADMINISTRATION (MDOT MTA)**

**REQUEST FOR PROPOSALS (RFP)**  
**ON-DEMAND PARATRANSIT SERVICES**  
**(PILOT PROGRAM)**  
**RFP NUMBER: MOL-21-040-SR**

**ISSUE DATE: JUNE 21, 2021**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

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

**VENDOR FEEDBACK FORM**

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

**Title: On-Demand Paratransit Pilot**  
**Solicitation No: MOL-21-040-SR**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time
  - ☐ The subject of the solicitation is not something we ordinarily provide
  - ☐ We are inexperienced in the work/commodities required
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - ☐ The scope of work is beyond our present capacity
  - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - ☐ We cannot be competitive. (Explain in REMARKS section)
  - ☐ Time allotted for completion of the Proposal is insufficient
  - ☐ Start-up time is insufficient
  - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - ☐ Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - ☐ MBE or VSBE requirements (Explain in REMARKS section)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - ☐ Payment schedule too slow
  - ☐ Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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

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

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

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

**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF TRANSPORTATION**  
**MARYLAND TRANSIT ADMINISTRATION**  
**KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals</b>	Services – On-Demand Paratransit Services (Pilot Program)
<b>Solicitation Number:</b>	MOL-21-040-SR
<b>RFP Issue Date:</b>	June 21, 2021
<b>RFP Issuing Office:</b>	Maryland Department of Transportation Maryland Transit Administration
<b>Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Heather Martin MDOT MTA Office of Procurement 6 St. Paul Street, 7 <sup>th</sup> Floor Baltimore, MD 21202 <a href="mailto:hmartin@mdot.maryland.gov">hmartin@mdot.maryland.gov</a> 410-767-3835
<b>Technical Proposals:</b>	Submit Via eMMA by August 4, 2021 at 1:00pm. Upload all of your documents as required and described in RFP Sections 4.5, 5.2, and 5.3.
<b>Financials Proposals are to be sent to:</b>	Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system by August 4, 2021 at 1:00pm. Instructions on how to submit proposals electronically can be found at: <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf</a>
<b>Pre-Proposal Conference:</b>	June 30, 2021 at 10:00am Local Time on MS Teams See <b>Attachment A</b> for instructions.
<b>Questions Due Date and Time</b>	July 6, 2021 at 11:59pm Local Time
<b>MBE Subcontracting Goal:</b>	0%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Contract Type:</b>	Indefinite quantity with fixed unit prices
<b>Contract Duration:</b>	Two (2) month mobilization period plus one (1) one-year pilot period with and one (1) one-year option period.
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No

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## **1 Minimum Qualifications**

### **1.1 Offeror Minimum Qualifications**

To be considered reasonably susceptible of being selected for award, the Offeror shall document in its Proposal that, within the last five (5) years, the following Minimum Qualifications have been met:

- 1.1.1** The Offeror shall have provided at least three (3) on-demand transit, paratransit, or human services transportation projects that are:
- A. Of similar size based on the service areas and number of users,
  - B. Of similar scope including tech-enabled booking, payment, and tracking for transit, paratransit, or human services transportation, and
  - C. Of similar complexity involving the management of multiple accounts with a subsidy based on number, type, and cost of trips as stated in Section 2 of this RFP.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references attesting to the above.

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA or the Administration) is seeking competitive proposals for an on-demand pilot service (“The Pilot”) as an opportunity to provide shared paratransit rides that accommodate the maximum number of passengers at the same time, provide consistent service that encourages freedom and flexibility for riders, relieve call center volumes by texting and other methods for trip booking (mobile and web apps), and establish a cost-effective and sustainable model for paratransit as demand increases. The Administration is issuing this Request for Proposals (RFP) in order to find a turnkey solution, where the Offeror provides the technology, service operations, and necessary assets (vehicles, facilities, etc.) to provide the service.

- 2.1.1 It is the State’s intention to obtain goods and services, as specified in this RFP, from a contract between the selected Offeror and the State.
- 2.1.2 The Administration intends to award up to four (4) contracts to qualified offerors as a result of this RFP. Offerors may be contractors or teams of contractors and subcontractors, including joint ventures. See RFP **Section 4.9 Award Basis** for more contract award information.
- 2.1.3 An Offeror, either directly or through its subcontractor(s), shall be able to provide all goods and services and meet all requirements requested in this solicitation. The successful Offeror shall remain responsible for contract performance, regardless of subcontractor participation in the work.
- 2.1.4 The awarded contract term will include a two (2) month mobilization period plus one (1) one-year pilot period with one (1) one-year option period.
  - A. Enrollment for the first year of pilot operations shall be completed within the two (2) month mobilization and testing period.

### 2.2 Background and Purpose

The Administration is a transportation business unit within the Maryland Department of Transportation that has been providing core transit services of bus (LocalLink, Express BusLink, and CityLink routes), Light RailLink, Metro SubwayLink, and Mobility (paratransit and call-a-ride services) within the Baltimore Metropolitan Region since 1969. The Administration also provides statewide commuter rail (MARC Train) and commuter bus service. To date, the Administration operates the 12th largest multimodal transit system in the country, with over 250,000 daily customers; 6 transit modes, including fixed-route bus/rail and demand-responsive paratransit services; and support to locally operated transit systems throughout Maryland. The Administration is committed to continually improving customer’s transit experience and has adopted the following vision statement: To provide safe, efficient, and reliable transit across Maryland with world-class customer service.

To achieve this vision, the Administration is committed to providing courteous, accessible, and user-friendly bus and rail services as well as door-to-door Mobility service for individuals with disabilities who are unable to use the bus and rail service. As required by the Americans with Disabilities Act (ADA), the Administration provides a complementary Mobility service for individuals with disabilities that operates within a ¾-mile corridor on either side of the Administration’s fixed routes. Mobility is a shared ride, advanced reservation, origin-to-destination service that mirrors the days and hours of fixed route operations as required by ADA transportation regulations.

Mobility service offers a level of service comparable to the Administration’s regular bus service. Mobility riders are not required to reside in a Mobility service area to access the service—only customer pick-up and drop-off locations must occur within a Mobility service area. The purpose of Mobility is to provide a



specialized form of public transportation in accordance with federal transportation regulations—the Administration is not required, nor does it intend to, accommodate all transportation needs of individuals with disabilities through Mobility services. Mobility services are provided twenty-four (24 hours) a day, seven (7) days a week, three hundred-and-sixty-five-(365) days a year.

The Administration’s existing paratransit services and technologies feature Mobility and supplemental services, which include scheduled ADA door-to-door service that is booked directly by phone with the Administration’s Mobility Call Center. All fare purchases are made through PassWeb or the Administration’s Transit Store, and riders receive booklets with vouchers for riders who choose to pay with cash once boarded. The Administration also offers same-day, non-ADA Call-a-Ride services, which are booked directly by phone with the transportation provider. Riders present Mobility ID to receive a subsidy, and taxi companies bill the Administration for the cost of all eligible trips. All payments to providers are made by the vendor, who shall be a contracted administrator.

### **2.2.1 Project Goals and Objectives**

- A. The Administration is pursuing an On-Demand Pilot (“The Pilot”) to:
  - 1. Utilize emergence of Transportation Network Companies and App-enabled Taxi Services to provide Mobility On-Demand and promote reliability, flexibility, and accessibility for Mobility riders.
  - 2. Enhance Mobility customer ability to access life’s opportunities through innovative on-demand and curb-to-curb service.
  - 3. Improve transparency and clarity to riders who choose to use a supplemental service by providing accurate trip details and fare estimates in advance.
  - 4. Provide as many or more annual paratransit trips across Mobility, Call-a-Ride, and the new Pilot to decrease the average cost per trip of all paratransit services.
- B. The overarching objectives of The Pilot are to create a successful program that:
  - 1. Reduces average passenger wait times and travel times.
  - 2. Provides quality service at a reasonable average cost per trip to the rider and the Administration.
  - 3. Increases availability of wheelchair accessible vehicles and a more comfortable ride for all.
  - 4. Reduces call center volumes by providing alternative means to booking services.
  - 5. Demonstrates high customer satisfaction.
  - 6. **Protects confidential and personally identifiable information of the customer.**
  - 7. Complies with all labor laws, vehicle safety and inspection standards, Title VI and ADA requirements, and other rules and regulations.

### **2.2.2 Demonstration of Abilities**

- A. Strong proposals should include demonstration of the ability to:
  - 1. Complete all specified tasks and deliverables in the RFP.

2. Deliver all services as approved by the Administration.
3. Support flexible and innovative service planning adjustments throughout the contract period.
4. Scale service up or down in response to real-time observations and observed trends throughout the contract period.
5. Significantly improve the safety, reliability, efficiency, and customer service (overall quality) of The Pilot's customers.
6. Comply with all local, state, and federal regulations and standards.

### **2.2.3 State Staff and Roles**

The Pilot will be managed by the MDOT MTA Office of Mobility. In addition to the Procurement Officer, the State will provide a State Project Manager (Contract Monitor) from MDOT MTA's Office of Mobility.

- B. The State Project Manager will provide:
1. Coordination with other State staff, local stakeholders, and Contractor(s) to ensure the successful execution of project tasks associated with this Contract and any relevant but separate tasks for developing, promoting, evaluating, and executing the Pilot service. Separately budgeted and contracted tasks will include, but are not limited to, marketing, communications, and education tasks described in this RFP.
  2. Coordination with other State staff responsible for existing State operated services, facilities, and systems that may interface with or be impacted by The Pilot service.

## **2.3 Responsibilities and Tasks**

### **2.3.1 General Requirements**

- A. The Contractors shall identify a Project Manager who will:
1. Continuously manage all tasks and staff.
  2. Organize and hold a kick-off meeting.
  3. Coordinate and schedule project meetings with the Administration's identified Project Manager once a week.
  4. Develop and manage an overall Work Plan, ensuring maintenance of the project schedule.
  5. Direct the day-to-day operations of the project tasks and the developed service per the Work Plan, including ensuring all staff have the appropriate skills, experience, and credentials to execute tasks and deliverables for the project.
  6. Communicate and interact daily with maintenance, operations, safety and training, systems, and administrative areas.
  7. Organize and complete activities to assure safe, cost-effective, and on-time operating performance.

8. Be available to meet with the Administration at least once per week, or as needed, on all matters of the Contractor's and any subcontractors' responsibilities.
  9. Be available when requested by the Administration for attendance at meetings with the public, advisory groups, or other meetings, as required.
  10. Be available when requested to provide data, information, or other requests in a responsive timeframe for both scheduled and unscheduled needs.
  11. Be replaced by another qualified candidate, approved by the Administration, if needed.
- B. The Offeror shall submit a final **Staffing and Qualifications Plan (CDRL-01)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.2 Provide On-Demand Paratransit Services**

- A. The Contractor shall provide curb-to-curb service for all trips and be able to provide door-to-door service upon request by the rider.
- B. The Contractor shall limit service to trips that start and end within the Administration's defined paratransit service area or within  $\frac{3}{4}$  mile of the Administration's fixed-route service.
- C. The Contractor shall limit service to Mobility customers that have been approved by the Administration to participate in the Pilot program.
  1. The Contractor shall ensure that Mobility customers are registered with just one provider.
  2. Pilot users requiring a wheelchair accessible vehicle (WAV) may register with multiple providers.
- D. The Contractor shall limit service to trips that are requested as shared by the rider and may, therefore, serve more than one rider/multiple destinations while maintaining reasonable wait and travel times.
  1. Pilot users can identify up to two additional passengers for each trip. They shall request to share a ride with other riders if space allows.
  2. Any riders sharing a vehicle at some point during their trip, who are picked up or dropped off at different locations, shall pay their own separate fare.
- E. The Contractor shall provide on-demand or scheduled booking, payment, and tracking through mobile and web browser applications.
- F. The Contractor shall manage and communicate monthly trip limits and available subsidy to users.
- G. The Contractor shall describe the process for riders to retrieve items left in a vehicle.

- H. After a two (2) month mobilization period, the Offeror shall have the ability to launch the service with the below listed parameters:
  - 1. There shall be no more than 200 registered users in the entire Pilot program.
  - 2. There shall be no more than 20 one-way trips per person per month.
  - 3. Rider shall pay current Mobility fare copay per trip.
  - 4. The Administration will cover a balance of \$20 per trip.
  - 5. Any trip cost above \$20 will be paid by the customer.
  - 6. All rides shall be requested or scheduled as a shared ride to be eligible for the subsidy.
- I. The Contractor shall enable multimodal trip planning, combining fixed-route and on-demand paratransit to complete a single trip.
- J. The Contractor shall describe their ability to adhere to and modify the initial service parameters throughout the contract period, including:
  - 1. Expanding the number of registered users.
  - 2. Increasing the number of one-way trips per person per month.
  - 3. Increasing the per trip subsidy covered by the Administration.
  - 4. Providing different monthly limits based on customer eligibility type, trip type, or other unique factors.
  - 5. Providing different per trip subsidy based on customer eligibility type, trip type, or other unique factors.
- K. The Contractor shall provide drivers for the Pilot service.
- L. The Contractor shall comply with all federal, state, and local regulations and standards, including compliance with the Maryland Public Service Commission (PSC) and Maryland Department of Transportation standards regarding background checks, licensing, and registration. The Contractor shall also comply with insurance coverage requirements for drivers of for-hire vehicles or transportation network operators as defined by the Maryland PSC.
- M. The Contractor shall comply with all federal, state, and local regulations and standards regarding the accommodation of service animals.
- N. The Contractor shall describe and provide documentation of:
  - 1. Driver eligibility requirements and frequency of driver evaluation and renewal.
  - 2. Recruitment, hiring, and retention policy and procedures.
  - 3. Certification, training, and background check procedures and manuals.
  - 4. Structure of wages and benefits for its drivers.
  - 5. Ability to omit poor performing/low rated drivers from Pilot service, including drivers who reject more than 5% of requested WAV and 5% of non-WAV trips.

- O. The Contractor shall describe or provide documentation for how drivers are trained, including:
  - 1. Customer Service
  - 2. Passenger Sensitivity
  - 3. Defensive Driving
  - 4. Passenger Assistance
- P. Drivers for this service may be employed directly or as independent contractors and as full-time or part-time operators. The Contractor shall describe how it will provide an adequate total of full- and/or part-time drivers throughout the 24/7/365 service.
- Q. Drivers are to appropriately assist Pilot Users with boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with passenger restraint systems, as appropriate. (Refer to **Appendix 3: Operations Plan Data**).
- R. The Contractor shall submit an **Operations Plan (CDRL-02)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.3 Provide Technology Solutions that Will Enable On-Demand Paratransit Service**

- S. The Contractor shall describe features, software and hardware specifications, and testing and installation procedures and provide screenshots for:
  - 1. Driver and supervisor technology.
  - 2. Rider applications and technology.
  - 3. Dashboards and reporting applications for Administration staff.
- T. Mobile and web interfaces shall be:
  - 1. Available on Apple and Android devices.
  - 2. Accessible via standard web browsers, including Internet Explorer (or Edge), Chrome, and Safari web browsers.
  - 3. Certified as ADA Section 508 and WCAG 2.1 compliant. WCAG 2.2 is preferred.
- U. The Contractor shall describe how the technology solution will:
  - 1. Register new users and manage user account information.
  - 2. Limit trips to the boundaries of the Administration's paratransit service area.
  - 3. Manage monthly trip limits and subsidy for eligible customers.
  - 4. Enable provision curb-to-curb and some door-to-door service.
  - 5. Enable rider to identify any needs or preferences, including vehicle with wheelchair lift or ramp and securement.
  - 6. Enable driver to accurately locate, identify, and confirm the rider for pick-up and drop-off.

7. Enable trips to be requested, accepted, and confirmed complete.
8. Provide real-time monitoring and tracking of trip by riders, drivers, and project staff and supervision.
9. Aggregate riders to share trips with different origins and/or destinations.
10. Fully automate booking, scheduling, reservations, and requests in real-time.
11. Display and enable acceptance of fare in advance of trip and be able to split fare for shared rides.
12. Provide customer, driver, and vehicle verification/arrival notification.
  - a) This description should include features that will assist riders who are blind or deaf to match with the correct driver and vehicle.
  - b) Enable riders to set preferred drivers and schedule trips in advance, when desired.
  - c) Allow access by smartphone as well as without a smartphone via text or automated call option (no call center is to be provided).
  - d) Provide optional “concierge” type service for external organizations to book rides on behalf of registered users.

V. The Contractor shall describe:

1. Procedures to develop, modify, operate, test, and maintain fully functional technology solution.
2. Interfaces of the Contractor, vehicle, operators, administration, and customers.
3. Equipment and hardware installation and maintenance.
4. Available training curriculum and requirements for all types of users.
5. Problem resolution procedures, including how providers will handle lost and found items found by drivers.

W. The Contractor shall submit a final **Technology Plan (CDRL-03)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

#### **2.3.4 Provide Vehicles for the On-Demand Paratransit Service**

- A. The Contractor shall provide vehicles no more than 12 years old for The Pilot service.
- B. The Contractor is responsible for vehicle inspections, licensing, and registration requirements in accordance with applicable federal, state, and local laws. The Contractor shall comply with all federal, state, and local regulations and standards, including:
  1. Compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS).
  2. Compliance with the Maryland PSC and MDOT standards regarding inspections, licensing, and registration.
  3. Describe how vehicles will be obtained and properly licensed.

- C. The Contractor shall describe the requirements it places on drivers regarding acceptable makes, models, and years of vehicles on its platform. The Administration reserves the right to further limit these requirements for vehicles used for The Pilot service. The Contractor may provide trips for The Pilot with any vehicle meeting the below requirements:
  - 1. The vehicle is part of a dedicated or non-dedicated fleet, preferably non-dedicated.
  - 2. Personal or commercial vehicles are allowed.
  - 3. Any combination of car, sedan, mini-van, and/or low step sport utility vehicle (SUV) is acceptable.
  - 4. The vehicle shall be no more than 12 model years old.
  - 5. The vehicle shall be registered and licensed in Maryland.
  - 6. Each passenger seat shall be equipped with a seat belt.
- D. The Contractor shall describe the total number of vehicles it will have available upon award, through direct ownership, lease, or partnership with individual or subcontracted drivers.
  - 1. The Contractor shall describe a plan to maintain or increase the number of vehicles available for The Pilot service to meet expected daily demand.
- E. The Contractor shall describe number of WAVs it will have available upon award, through direct ownership, lease, or partnership with individual WAV drivers.
  - 1. The Contractor shall describe a plan to maintain and increase the number of WAVs available for The Pilot.
  - 2. The Contractor shall have a fleet mix that can accommodate the daily demand for WAV trip requests, with an acceptable per trip acceptance rate, wait time, and travel time (refer to **Appendix 3** for data on existing wheelchair users).
  - 3. Any wheelchair securement position shall be equipped with a securement device meeting ADA standards, a seat belt, and a shoulder harness. All mobility aids located in the wheelchair securement area shall be secured using the system provided.
- F. The Providers of all services shall be responsible for vehicle cleaning and appearance. All vehicles of all services shall be clean and free of dirt and litter.
- G. The Contractor shall submit a final **Fleet Management Plan (CDRL-04)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.5 Register and Manage On-Demand Paratransit Users**

- H. The Contractor will be responsible for registering Pilot customers based on a list of eligible Mobility customers provided by the Administration.
  - 1. The Administration will register up to 200 Mobility customers to participate in The Pilot.
  - 2. Upon registration, the Administration will ask customers who opt-in to the Pilot to choose one provider. Users requiring WAVs may choose multiple providers.
  - 3. Providers shall have accessible web and print materials describing their service and marketing to potential users.

4. The Administration will provide a list to each provider identifying Mobility customers who have chosen that provider for the Pilot service.
  5. At its discretion, the Administration may reopen registration to allow the Pilot to reach 200 riders.
  6. The provider will be responsible for communicating with each identified customer to set up and manage the customer's account.
- I. The Contractor shall perform monthly customer registration, eligibility verification, and reconciliation with the Administration's Contract Monitor to avoid fraud and avoid providing pilot subsidy to a rider whose eligibility expires or is otherwise terminated.
- J. The Contractor shall describe or provide screenshots of the customer interface to:
1. Track monthly subsidy used vs. remaining.
  2. Provide driver and service feedback within the app.
  3. Provide options for collecting unique feedback from On-Demand Paratransit customers or drivers upon request by the Administration.
- K. The Contractor shall describe a process for sharing rider and driver feedback with the Administration.
- L. The Contractor shall provide training materials for Pilot users that outline booking a trip, fare payment, safety guidelines, and any other relevant topics.
- M. The Contractor shall describe a language access plan to provide vital customer-facing documents, videos, or information in English and Spanish.
1. Describe how the Offeror can provide alternative translations, interpretations, or formats in Braille, American Sign Language, large print (14pt or 18pt), and/or electronic CD upon customer request.
  2. Describe methods for providing information in various languages, including, but not limited to, use of agency resources (the Administration has existing contract with Braille printers and interpreters).
- N. The Contractor and its drivers shall report attempts of fraud by eligible and non-eligible riders to the Administration's Contract Monitor within 24 hours of when the attempted fraud occurred.
- O. The Contractor shall submit a final **Rider Enrollment and Management Plan (CDRL-05)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.



### **2.3.6 Facilitate Fare Payment and Subsidy Reconciliation**

- A. Each Offeror shall be able to facilitate the below subsidy per eligible pilot user per trip:
  - 1. Customer copay of Mobility fare amount, currently \$2.10, per one-way trip per person plus the balance, currently up to \$17.90, covered by the Administration. The Mobility one-way fare is expected to increase in 2021, and the same increase will be applied to The Pilot.
  - 2. The Mobility copay shall be withdrawn from the account identified by the customer.
  - 3. Any trip cost exceeding that of the current Mobility fare, but no greater than \$20.00, shall be paid by the Administration based on agreed upon invoicing and payment timelines in the Contract.
  - 4. Costs for a one-way trip more than \$20.00 shall be paid by the customer from the customer's identified account.
- B. The Contractor shall describe payment options, including debit/credit card transactions through web or mobile app, loading e-wallets or directly adding value to the mobile app with cash through point-of-sale locations/partners, or other ability to collect cash or pre-purchased vouchers on-board (on-board collection is not preferred).
- C. The Contractor shall describe the factors included in trip pricing, such as trip distance and location, and if/when surge pricing might be charged. The Administration may request or negotiate with providers to eliminate or limit surge pricing for the Pilot service.
- D. The Contractor shall submit a final **Financial Management Plan (CDRL-06)** detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.7 Share Requested Data and Submit Data Reports and Analysis**

- A. The Contractor is responsible for collecting and reporting accurate data about the trips it provides for the Pilot service.
- B. The Federal Transit Administration (FTA) may require the Administration to submit reports to the National Transit Database (NTD) and service equity analysis for Title VI compliance. The Contractor will be responsible for the preparation of the segment of the annual and monthly reports that pertains to the service provided by the Offeror. The reporting requirements may change at any time. The Contractor shall have a person assigned to be familiar with all requirements and forms to be submitted to NTD. Annual reporting for NTD reflects data for July through June. Annual and Monthly reports require various service, ridership, and safety information including:
  - 1. Days and hours of service operated
  - 2. Miles, hours, and number of vehicles in operation
  - 3. Unlinked passenger trips and passenger miles traveled, including any PCAs or companions
  - 4. Service area definition (including square miles and population)

5. Major and non-major reportable safety incidents (such as securement issues or collisions)
- C. The Contractor is required to complete all reports requested by the Administration on the date determined by the Administration's NTD and ADA Coordinators.
- D. In order to receive reimbursement for the value of the Administration's portion of the trip cost (passenger subsidy), the Offeror shall record an invoice for each trip, including:
  1. Mobility Customer Name and ID, full pickup address, and phone number.
  2. Date and time of passenger trip; whether a wheelchair-accessible vehicle was requested; if the trip was shared along with the number of companions; destination address; trip request time, pickup time, and drop off time; total trip time (minutes); total trip length (miles); whether the customer did not show up, cancelled, or was rejected; and if the ride was unfulfilled.
  3. Starting vehicle mileage, ending vehicle mileage, a monthly log of vehicles and drivers used for the service that month, and a monthly log of complaints/incidents.
  4. Base fare to passenger, additional customer fare, total money collected from the passenger, total cost of the trip, the Administration's total cost of trip, and the driver/trip rating.
- E. The Contractor's monthly logs shall include:
  1. Identification of each vehicle by make, model, number of trips provided, driver and average driver rating, number of wheelchair positions.
  2. Complaints received directly from the customer regarding their service with a verbatim copy of the complaint as filed, a timestamp, a description of investigation into the complaint, and a description and timestamp of the resolution provided.
  3. Complaints received through the Administration's customer service regarding their service and any resolution provided.
  4. The number and type of accident or incident where the driver and/or customer was injured, required medical attention, and was transported to a hospital from the scene of the accident or incident.
  5. The number of working days to provide finding of any investigation and identification of any police report.
  6. The log of vehicles, drivers, complaints, and incidents may reside in a single workbook as separate worksheet tabs.
- F. The Contractor shall provide aggregated data reports on a weekly or monthly basis as agreed upon in the Contract. These reports should include:
  - 1) Total number of trips requested, total number of trips completed, and total number of WAV trips requested.
  - 2) Total trip miles, total vehicle service hours, total WAV service hours.

- 3) Total registered users and total active users.
  - 4) Total trip fares, average trip cost to customer, average trip cost to the Administration.
  - 5) Confidential and detailed incident and complaint reports that includes a description of the issue/problem.
  - 6) Vehicle reports.
- G. The Administration reserves the right to make unannounced visits to the facilities of any Offeror for the purpose of inspecting records and equipment relating to safety and quality of service. Such inspections shall include, but shall not be limited to, trip records, billing records, accident records, vehicle records, training procedures, employee training, and performance records.
- H. The Contractor shall submit a final Data and Reporting Plan (CDRL-07) detailing how it will meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.8 Safety Requirements**

The safe operation of all public vehicles for The Pilot shall be conducted in accordance with state laws and with due regard for the safety, comfort and convenience of passengers, for the safe and careful transportation of property, and for the safety of the general public. All reasonable efforts shall be made to promote safety at all times and under all conditions.

- A. The Administration and other local and state agencies will conduct safety enforcement of Offeror's policies, practices, and procedures designed to meet defined vehicle and passenger's safety requirements.
- B. The Contractor shall ensure that customers have a clean, safe, and enjoyable traveling experience by addressing any instance of non-compliance with federal, state, and local policies and regulations.
- C. The Contractor shall ensure that their safety policies, practices, and programs are built on a wide-ranging examination of all aspects of the company's approaches to addressing safety violations. These include specific strategies to reduce the number of such violations; engage drivers, companies, and passengers; and improve training in observance of the highest ethical and professional law enforcement standards.
- D. The Contractor shall provide a roster of active drivers available for the service. The Contractor shall report any complaints about drivers to the Administration and provide a process for removing unprofessional and unsafe drivers from the service based on the severity and number of complaints.
- E. The Contractor shall describe how pilot users will identify their driver, etc.
- F. The Contractor shall report incidents resulting in injuries or fatalities to the Administration's Contract Monitor or another designated Administration representative within one (1) hour. The Contractor shall report all other driver and vehicle incidents involving a passenger within twenty-four (24) hours of when the incident occurred.
  1. The Contractor shall describe its standard incident reporting procedures for drivers and any supervisors of drivers.

2. The Contractor shall describe its standard procedures for responding to complaints against drivers.
- G. The Contractor and its drivers shall not refuse service to eligible customers making eligible trips except when the location is inaccessible or when the customer's behavior is violent, illegal, or seriously disruptive. Drivers and Offeror staff shall take appropriate actions to handle these situations when they arise, including reporting them to the Administration Contract Monitor or another identified Administration representative within one (1) hour of the incident.
- H. The Contractor shall submit a final **Safety and Security Plan (CDRL-08)** detailing how it will ensure driver safety/responsibility and meet all requirements specified in the RFP within 20 business days of Notice to Proceed.

### **2.3.9 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. The Contractor is required to review all applicable links, provided below, and state compliance in its response.

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;;
- B. The State of Maryland Information Technology Security Policy and Standards at: <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>.

### **2.3.10 Product Requirements**

- A. The Contractor may propose open source software; however, the Offeror shall provide operational support for the proposed software as part of its Proposal.
- B. The Contractor shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity shall be authorized by such other entity.
- C. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.3.2**. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- E. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- F. In addition to any notices of renewal sent to the Administration, Offerors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the Offeror shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project, or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Offeror completes a deliverable.
- D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project, where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 2.4.2 Deliverable Acceptance

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

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

#### **2.4.4 Deliverable Descriptions/Acceptance Criteria**

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

**Deliverables Summary Table\***

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Final Due Date</b>
CDRL-01	Staffing and Qualifications Plan	Review by the Contract Monitor	Within 2 weeks of NTP
CDRL-02	Operations Plan		
CDRL-03	Technology Plan		
CDRL-04	Fleet Management Plan		
CDRL-05	Rider Enrollment and Management Plan		
CDRL-06	Financial Management Plan		
CDRL-07	Data and Reporting Plan		
CDRL-08	Safety and Security Plan		

\*The deliverables summary table may not list every contractually required deliverable. The Contractor should read the RFP thoroughly for all Contract requirements and deliverables.

### 3 Contractor Requirements: General

#### 3.1 Contract Kick-Off

- A. Contractor shall schedule and hold a kick-off meeting within ten (10) Business Days of NTP Date. At the kick-off, the Offeror shall furnish an updated Project Schedule describing the activities for the Offeror, the State, and any third parties for fully transitioning to the Offeror's Solution.

#### 3.2 End of Contract Transition

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



- b) Review with the Administration the procedures and practices that support the business process and current system environments.
  - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract.
  - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract.
  - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution.
- 8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data, including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Administration or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. The Contractor shall provide access to any data or configurations of the furnished product, and services shall be available after the expiration of the Contract, as described in **Section 3.2.5**.

### **3.2.5 Return and Maintenance of State Data**

- A. Upon termination or the expiration of the Contract Term, the Offeror shall: (a) return to the State all State data in either the form it was provided to the Offeror or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Offeror shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Offeror shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by the Offeror with respect to the services.



### **3.3 Invoicing**

#### **3.3.1 General**

- A. The Contractor shall email the original of each invoice and signed authorization to invoice to the Contract Monitor and MTA Accounts Receivable at e-mail address: mtaaccountspayable@mdot.maryland.gov.
- B. All invoices for services shall be verified by the Offeror as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices shall include the following information, without error:
  - 1. Contractor name and address
  - 2. Remittance address
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed)
  - 5. Invoice date
  - 6. Invoice number
  - 7. State assigned Contract number
  - 8. State assigned (Blanket) Purchase Order number(s)
  - 9. Goods or services provided
  - 10. Amount due
  - 11. Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Administration reserves the right to reduce or withhold Contract payment in the event the Offeror does not provide the Administration with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Offeror brings itself into full compliance with the Contract.
- F. Any action on the part of the Administration, or dispute of action by the Offeror, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. 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.
- H. 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.

### **3.3.2 Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

- A. The Contractors shall invoice for the services completed as identified in its monthly report by no later than the end of the month in which the report is due. The amount due to the Contractors for each invoiced service shall be equal to the Contractors' Contract Year price for the applicable Contract Year divided by the estimated number of services to be completed per the applicable Contract Year as provided on Attachment B, the Financial Proposal Form.

### **3.3.3 For the purposes of the 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 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;
- 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; or
- 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.

### **3.3.4 Travel Reimbursement**

Travel will not be reimbursed under this RFP.

## **3.4 Liquidated Damages**

### **3.4.1 MBE Liquidated Damages**

Inapplicable because there is no MBE goal for this RFP.

### **3.4.2 Liquidated Damages other than MBE**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## **3.5 Disaster Recovery and Data**

The following requirements apply to the Contract:

### **3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other

confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.

- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
  - 1. The Contractor shall furnish a DR site.
  - 2. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans shall be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Administration to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### **3.5.2 Data Export/Import**

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1. Perform a full or partial import/export of State data within 24 hours of a request; or
  - 2. Provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### **3.5.3 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are 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. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by The Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

**3.5.4** Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

### **3.6 Insurance Requirements**

**[X] Commercial General Liability Insurance** with minimum limits of \$5,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include:

- ☒ Personal and Advertising Injury coverage,
- ☒ Products and Completed Operations coverage,
- ☒ Independent Contractors coverage,
- ☒ Terrorism coverage,
- ☐ XCU coverage (explosion, collapse, and underground hazards)
- ☐ Delete Contractual Liability exclusion (applicable to work to be performed within 50 feet of railroad tracks) must be removed.
- ☒ Additional Insured Endorsement naming MTA.
- ☒ Waiver of subrogation rights in favor of MTA
- ☐ In addition to procuring and maintaining this insurance during the duration of the contract, the Contractor shall continue to procure and maintain products and completed operations liability insurance coverage through (a) the applicable statute of repose period or (b) 10 years, whichever period is longer.

**[X] Workers’ Compensation Insurance** meeting the statutory requirements of the jurisdiction where the work will be performed for employees and or volunteers, including Employer’s Liability coverage with minimum limits of \$1,000,000 each accident or disease.

☐ Longshore & Harbor Workers’ Compensation Act Endorsement (work performed on or over navigable waterways) to cover contractor’s employees for wages, transportation, maintenance and cure, in accordance with applicable laws.

☐ Maritime Coverage Endorsement (Jones Act) for work upon navigable waterways and barges, tug boats, and all other vessels on the ocean and all intracoastal rivers and canals, covering drivers, divers, and underwater personnel, seamen, masters and members of a crew, providing remedy for damage or injury, in accordance with applicable laws.

**[X] Commercial Automobile Liability Insurance** with minimum limits of \$1,000,000 per occurrence covering contractor against claims for bodily injury and property damage arising out of the ownership,

maintenance or use of any owned, hired, or non-owned motor vehicle. MTA shall be added as an additional insured on the policy.

[ ] MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required.

[ ] **Railroad Protective Liability Insurance** (hereinafter “RRPL”) issued to MTA as the Named Insured with minimum limits of \$2,000,000 per occurrence, \$6,000,000 in the aggregate and covering the liability of all Permitted Parties or The Contractor. Coverage is for work to be performed within fifty (50) feet (on, above, adjacent to or underneath) of MTA’s railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party or The Contractor resulting from performance of the work which is the subject of this Permit / Contract.

This insurance is available through MTA with a separate application through MTA’s Blanket Rail Road Protective Liability Insurance Program. This program is not an Owner Controlled Insurance Program coverage. If the Contractor chooses to purchase this insurance through the standard insurance market, a copy of the original policy must be forwarded to MTA for review prior to construction.

[ ] **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant’s profession with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate to cover liability resulting from any error or omission in the performance of professional services under this contract. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

[ ] **Contractor’s Pollution Liability Insurance** with minimum limits of \$5,000,000 per occurrence for work involving environmentally regulated substances or hazardous material exposures, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including cleanup costs and defense. This insurance may be supplied by the subcontractor performing the work if the Contractor is not performing any of the relevant work and providing that MTA and the Contractor are named as additional insureds on the subcontractor’s policy. In the event the Contractor or its subcontractor transports hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the MCS-90 Endorsements shall be attached to the Contractor’s (or subcontractor’s) auto liability policy.

[ ] **All Builder’s Risk Insurance:** To include fire, extended coverage, vandalism, and malicious mischief, flood, and earthquake. This policy is to be written to completed value plus ten (10) percent of the contract price. The policy shall include the Administration as a name insured as their interest may appear.

[ ] **Pollution Legal Liability Insurance** (Non-Owned Disposal Site Coverage) with minimum limits of \$5,000,000 per occurrence. Coverage may be maintained in one of the following ways:

- A standalone policy;
- Non-Owned Disposal Site Endorsement on Contractor’s Pollution Liability policy naming MTA as an additional insured; or
- Contractor may designate the disposal site and provide a COI from the disposal facility naming Contractor and MTA as additional insureds.

[ ] **Property Insurance (including flood and earthquake, if warranted) for all-risk coverage including terrorism, physical destruction and theft for any MTA machinery or equipment in the**

**Contractor's / Vendor's care, custody or control with limits not less than the full replacement cost of the damaged or stolen property.**

[ ] **Inland Marine Insurance** with minimum limits to cover full property values of property in transit for the purposes of the MTA Metro Rail Car Purchase Agreement and Maintenance and Installation of ATC Systems. This insurance shall be all risk coverage written on replacement basis to remain in force until such time MTA accepts railcar purchase as final and ATC project is fully complete. Coverage is to include property in transit and property in the custody of Contractor/Vendor.

### **3.6.1 Insurance Company Qualifications**

3.6.1.1 The insurance required in this Article of this contract must be issued by companies that are:

- A. Acceptable to the MTA
- B. Licensed to do business in the State of Maryland at the Department of Assessments and Taxation.

### **3.6.2 Policy Requirements**

3.6.2.1 The recommended Contractor awardee shall deliver to the MTA representative within 10 days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

3.6.2.2 The Contractor has procured coverage stated in this Article of this contract.

3.6.2.3 The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured.

3.6.2.4 The policies will not be canceled, terminated or modified without 30 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

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

## **3.7 Security Requirements**

The following requirements are applicable to the Contract:

### **3.7.1 Security Clearance / Criminal Background Check**

- A. A criminal background check for any Contractor Personnel providing services on the contract shall be completed prior to Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

### **3.7.2 On-Site Security Requirement(s)**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.7.3 Information Technology**

- E. Contractors 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.
- F. The Contractor 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 Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

- 1. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. 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.

### **3.7.4 Data Protection and Controls**



- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
  - 1. Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
  - 3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
  - 4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
  - 5. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
  - 6. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-3:
    - i. <https://csrc.nist.gov/publications/detail/fips/140/3/final>
    - ii. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
  - 7. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
  - 8. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Administration shall have the right to inspect these policies



- and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
9. Ensure system and network environments are separated by properly configured and updated firewalls.
  10. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
  11. By default "deny all" and only allow access by exception.
  12. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
  13. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Administration shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
  14. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
  15. Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
  16. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
  17. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
  18. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and

networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Administration shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### **3.7.5 Security Logs and Reports Access**

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

### **3.7.6 Security Plan**

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
- C. The Security Plan shall address compliance with the PCI DSS for payment card processing).

### **3.7.7 PCI Compliance**

- A. Contractor shall at all times comply, and ensure compliance with, all applicable Payment Card Industry ("PCI") Data Security Standards ("DSS"), including any and all changes thereto. Contractor shall provide the Administration with documented evidence of current compliance to PCI DSS within 30 days of an Administration request.
- B. The Contractor shall annually furnish to the State evidence of the PCI Security Standards Council's (SSC) acceptance or attestation of the Contractor's conformance to the relevant PCI DSS requirements by a third party certified to perform compliance assessments.
- C. The Contractor shall ensure that the scope of the annual SOC 2 Type II Report specified under **Section 3.9** includes testing to confirm the PCI assessment results.

### **3.7.8 Security Incident Response**

- A. The Contractor shall notify the Administration in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the Administration within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Administration chief information officer and Administration chief information security officer;

- 2) notify the Administration within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
- 3) provide written notice to the Administration within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Administration) requests concerning such unauthorized use or disclosure.

**B. Contractor's notice shall identify:**

- 1) The nature of the unauthorized use or disclosure.
- 2) The State data used or disclosed.
- 3) Who made the unauthorized use or received the unauthorized disclosure.
- 4) What the Offeror has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure.
- 5) What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Administration) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.9 Data Breach Responsibilities**

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all (1) through (5) subject to the Contract's limitation of liability.

**3.7.10** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

**3.7.11** Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

### **3.8 Problem Escalation Procedure**

**3.8.1** The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall 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.

**3.8.2** The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

**3.8.3** The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, shall also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

### 3.9 SOC 2 Type 2 Audit Report

- 3.9.1** A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Security and Confidentiality as defined in the Guidance document identified in Section 3.9.2.
- 3.9.2** In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Offeror shall have an annual audit performed by an independent audit firm of the Offeror's handling of Sensitive Data or the Administration's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security and Confidentiality (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Administration, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
  - A. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
  - B. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
  - C. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor or essential support to the Information Functions and Processes provided to the Administration under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.

- D. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Administration.
- E. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- F. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Administration under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Administration will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- G. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Administration shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Administration will invoice the Offeror for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.
- H. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Offeror shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

### **3.10 Substitution of Personnel**

#### **3.10.1 Continuous Performance of Key Personnel**

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.



### **3.10.2 Definitions**

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

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

### **3.10.3 Contractor Personnel General Substitution Provisions**

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.10.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
  - 1) A detailed explanation of the reason(s) for the substitution request;
  - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - 3) The official resume of the current personnel for comparison purposes; and
  - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor 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 Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

### **3.10.4 Replacement Circumstances**

- A. **Directed Personnel Replacement**
  - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Administration policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.10.4.A.2**.

- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.10.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Offeror shall, in accordance with paragraph **3.10.4.A.1** of this section, 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. Key Personnel Replacement**

- 1) To replace any Key Personnel in a circumstance other than as described in **3.10.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.10.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
  - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.10.4.B.1**.
  - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.10.3** 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) Key Personnel Replacement Due to an Indeterminate Absence
  - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.10.3**.
  - b) 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 Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

### **3.10.5 Substitution Prior to and Within 30 Days After Contract Execution**

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

### **3.11 Minority Business Enterprise (MBE) Reports**

Inapplicable as no MBE goal for this contract.

### **3.12 Veteran Small Business Enterprise (VSBE) Reports**

Inapplicable as no VSBE goal for this contract.

### **3.13 Work Orders**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

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## 4 Procurement Instructions

### 4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- ~~4.1.6~~ Please e-mail the Pre-Proposal Response form (Attachment A) to the Procurement Officer at least two (2) Business Days prior to the pre-proposal conference. The Procurement Officer will provide additional information on how to attend the web conference to all that submit the Pre-Proposal Response form by the time noted above. In addition, if there is a need for sign language interpretation or other reasonable accommodations due to a disability, please notify the Procurement Officer at least four (2) Business Days prior to the Conference date. ~~Those wishing to attend the web conference may request a meeting invitation by emailing <<contact name>> at <<contact email>> no later than 2:00 PM on <<deadline for contacting>>. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration shall be completed by 2:00 PM <<registration deadline>>.~~

### 4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor shall be registered on eMMA. Registration is free. Go to, click on "Register" to begin the process, and then follow the prompts.

### 4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (MOL-21-040-SR – On-Demand Paratransit Services (Pilot Program)), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

- 4.3.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Administration unless it issues an amendment in writing.

#### **4.4 Procurement Method**

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

#### **4.5 Proposal Due (Closing) Date and Time**

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

#### **4.6 Multiple or Alternate Proposals**

Multiple or alternate Proposals will not be accepted.

#### **4.7 Economy of Preparation**

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

#### **4.8 Public Information Act Notice**

- 4.8.1** The Contractor should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information shall be disclosed.

## **4.9 Award Basis**

A Contract shall be awarded to up to four (4) responsible Offerors submitting the Proposals that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

## **4.10 Oral Presentation**

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

## **4.11 Duration of Proposal**

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

## **4.12 Revisions to the RFP**

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

## **4.13 Cancellations**

- 4.13.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

#### **4.14 Incurred Expenses**

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

#### **4.15 Protest/Disputes**

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

#### **4.16 Offeror Responsibilities**

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

#### 4.17 Acceptance of Terms and Conditions

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

#### 4.18 Proposal Affidavit

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

#### 4.19 Contract Affidavit

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

#### 4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, 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.

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

#### 4.21 Verification of Registration and Tax Payment

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

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

#### 4.22 False Statements

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

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

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



- 4.22.2** A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3** A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **4.23 Payments by Electronic Funds Transfer**

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

- 4.23.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2** Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, shall include the business identification information as stated on the form, and shall include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

### **4.24 Prompt Payment Policy**

This 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 Small, Minority & Women Business Affairs (GOSBA) 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 shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

### **4.25 Electronic Procurements Authorized**

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Administration may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following



transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using eMMA, e-mail, or facsimile to issue:
  - 1) The RFP;
  - 2) Any amendments and requests for best and final offers;
  - 3) Pre-Proposal conference documents;
  - 4) Questions and responses;
  - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
  - 6) Notices of award selection or non-selection; and
  - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail to:
  - 1) Ask questions regarding the solicitation;
  - 2) 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;
  - 3) Filing of protests; and
  - 4) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

**4.25.5** The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Filing of Contract claims;
- B. Submission of documents determined by the Administration to require original signatures (e.g., Contract execution, Contract modifications); or
- C. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

**4.25.6** Any 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 Monitor.

## **4.26 MBE Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

## **4.27 VSBE Goal**

There is no VSBE participation goal for this procurement.

## 4.28 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et 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.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors shall complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
  - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Offeror 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. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
  - 2) The Contract will be determined 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 Contractor shall identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
  - 3) 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.

- 4) 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.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Contractor shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

#### **4.29 Federal Funding Acknowledgement**

This Contract does not contain Federal funds.

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

- 4.30.1** The Contractor shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

#### **4.31 Non-Disclosure Agreement**

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

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

#### **4.32 HIPAA - Business Associate Agreement**

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

#### **4.33 Nonvisual Access**

- 4.33.1 The Offeror warrants that the information technology offered under this proposal:

1. Provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02;
  2. Provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use;
  3. Will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use;
  4. 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
  5. Is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.
- 4.33.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Offeror in writing that the Offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.
- 4.33.3 The Offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.
- 4.33.4 For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

#### **4.34 Mercury and Products That Contain Mercury**

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

#### **4.35 Location of the Performance of Services Disclosure**

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

#### **4.36 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

#### **4.37 Small Business Reserve (SBR) Procurement**

This solicitation is ~~not~~ designated as a Small Business Reserve (SBR) Procurement.

#### **4.38 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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## 5 Proposal Format

### 5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

1. Volume I –Technical Proposal
2. Volume II – Financial Proposal

### 5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile and e-mail or hand delivered shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors shall submit Proposals online via eMaryland Marketplace Advantage (eMMA) as described below to the weblink provided in the Key Information Summary Sheet.

Instructions on how to submit proposals electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf>

- 5.2.4 The Procurement Officer must receive all 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. Offerors shall not be permitted to deliver a hard copy (paper) Proposal to the Procurement Officer. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 The Procurement Officer will only contact those Offerors with Proposals that are reasonably susceptible for award for participation in activities beyond the due date and time for receipt of proposals.
- 5.2.6 Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:
  - a) Volume I - Technical Proposal consisting of:
    - 1) One (1) original electronic version of the Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
    - 2) One (1) Technical Proposal in searchable Adobe PDF format, and
    - 3) One (1) searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).
  - b) Volume II - Financial Proposal consisting of:
    - 1) One (1) original electronic version of the Financial Proposal and all supporting material in Microsoft Excel format, version 2007 or greater.
    - 2) One (1) original searchable Adobe pdf copy of the Financial Proposal, (see **Section 4.8**).
    - 3) One (1) searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted (see **Section 4.8**

- ~~5.2.1~~ Volume I Technical Proposals, including all required documentation, shall be submitted as attachments to the Offeror's response in eMMA.
- ~~5.2.2~~ Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- ~~5.2.3~~ Proposals may only be submitted by the date and time listed on eMMA. The platform does not accept any changes or additions to the Technical Proposals after that time, as it is closed. Offerors are encouraged to allow enough time to respond with all required documents by the date and time.
- ~~5.2.4~~ 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 or eMMA after the due date will be considered.
- ~~5.2.5~~ Volume II Financial Proposal whose package includes all items listed in RFP § 4.5.2, Flash Drives of the Technical Proposal and redacted Technical and Financial Proposals shall be submitted via mail or delivered to:

MDOT MTA Procurement  
6 St. Paul Street, 7<sup>th</sup> Floor  
Baltimore, MD 21202  
Attn: Heather Martin

- 
- a) ~~The outside of the package/envelope shall be clearly labeled: "Sealed Financial Proposal AGY 20-007 SR". it is strongly recommended that you send this package via a means with proof of delivery as we experience delivery problems during the COVID pandemic.~~
- b) ~~The paper Financial Proposal shall be labeled and sealed separately from the Flash Drives. One flash drive envelope shall be labeled "Technical Proposal" and contain the full Technical Proposal labeled as such with the Offeror's name and a redacted flash drive as such with the Offeror's name. The other flash drive envelope shall be labeled "Financial Proposal" and shall contain one flash drive of the full Financial Proposal labeled as such with the Offeror's name and a redacted flash drive labeled as such with the Offeror's name.~~
- ~~5.2.6~~ Technical Proposal consisting of:
- ~~1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,~~
  - ~~2) Technical Proposal in searchable Adobe PDF format,~~
  - ~~3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see Section 4.8), and~~
- ~~5.2.7~~ Financial Proposal consisting of:
- ~~Financial Proposal and all supporting material in Protected Excel format and Microsoft Office or searchable Adobe PDF format. The redacted Financial Proposal shall be in a searchable Adobe~~



~~copy of the Financial Proposal, with confidential and proprietary information removed (see Section 4.8).~~

### 5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

**5.3.1** In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP. All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

**5.3.2** The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

**A. Title Page and Table of Contents (Submit under TAB A)**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

**B. Claim of Confidentiality (If applicable, submit under TAB A-1)**

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation shall apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

**C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)**

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

**D. Executive Summary (Submit under TAB C)**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 "Offeror Responsibilities"**).

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

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

**E. Minimum Qualifications Documentation (Submit under TAB D)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

**F. Draft Operations Plan (Submit under TAB E)**

The Offeror shall submit a draft Operations Plan that describes how the offeror will meet the requirements in Section 2.3.2 of the RFP. The plan should address each requirement in this section.

**G. Draft Technology Plan (Submit under TAB G)**

The Offeror shall submit a draft Technology Plan that describes how the offeror will meet the requirements in Section 2.3.3 of the RFP. The plan should address each requirement in this section.

**H. Draft Fleet Management Plan (Submit under TAB H)**

The Offeror shall submit a draft Fleet Management Plan that describes how the offeror will meet the requirements in Section 2.3.4 of the RFP. The plan should address each requirement in this section.

**I. Draft Rider Enrollment and Management Plan (Submit under TAB I)**

The Offeror shall submit a draft Rider Enrollment and Management Plan that describes how the offeror will meet the requirements in Section 2.3.5 of the RFP. The plan should address each requirement in this section.

**J. Draft Financial Management Plan (Submit under TAB J)**

The Offeror shall submit a draft Financial Management Plan that describes how the offeror will meet the requirements in Section 2.3.6 of the RFP. The plan should address each requirement in this section.

**K. Draft Data and Reporting Plan (Submit under TAB K)**

The Offeror shall submit a draft Data and Reporting Plan that describes how the offeror will meet the requirements in sections 2.3.7 of the RFP. The plan should address each requirement in the section.

**L. Draft Safety & Security Plan (Submit under TAB L)**

The Offeror shall submit a draft Data and Reporting Plan that describes how the offeror will meet the requirements in sections 2.3.8 of the RFP. The plan should address each requirement in the section.

**M. Offeror Qualifications and Capabilities (Submit under TAB M)**

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

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

**N. References (Submit under TAB N)**

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

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

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

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

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

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;

- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

**P. Certificate of Insurance (Submit under TAB P)**

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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

**Q. Subcontractors (Submit under TAB Q)**

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 VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

**R. Legal Action Summary (Submit under TAB R)**

This summary shall include:

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

**S. Economic Benefit Factors (Submit under TAB S)**

- 1) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).

- 2) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 3) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
  - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
  - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- 7) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
  - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
  - b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
  - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
  - d) Subcontract dollars committed to Maryland small businesses and DBEs; and
  - e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result

from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

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

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror shall identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and shall provide the following information:
  - i) Third-party POC name and alternate for verification
  - ii) Third-party POC mailing address
  - iii) Third-party POC telephone number
  - iv) Third-party POC email address
  - v) If available, a Re-Seller Identifier

**U. SLA Proposal – Service Level Requirements Table (Submit under TAB U)**

- 1) All tables and descriptions of proposed service level metrics, reports, and SLA credits to be included in the Contract.

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

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Administration.

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## **6 Evaluation and Selection Process**

### **6.1 Evaluation Committee**

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

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

### **6.2 Technical Proposal Evaluation Criteria**

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

#### **6.2.1 Offeror's Draft Operations Plan**

The State prefers the Offeror's Draft Operations Plan to illustrate a comprehensive understanding of operations requirements and mastery of the subject matter, including an explanation of how the work will be performed.

#### **6.2.2 Offeror Qualifications & Capabilities**

#### **6.2.3 Offeror's Draft Technology Plan**

The State prefers the Offeror's Draft Technology Plan to illustrate a comprehensive understanding of technology requirements and mastery of the subject matter, including an explanation of how the work will be performed.

#### **6.2.4 Offeror's Draft Safety & Security Plan**

The State prefers the Offeror's Draft Safety & Security Plan to illustrate a comprehensive understanding of safety requirements and mastery of the subject matter, including an explanation of how the work will be performed.

#### **6.2.5 Offeror's Draft Rider Enrollment and Management Plan**

The State prefers the Offeror's Draft Rider Enrollment and Management Plan to illustrate a comprehensive understanding of the requirements and mastery of the subject matter, including an explanation of how the work will be performed.

#### **6.2.6 Draft Fleet Management Plan**

The State prefers the Offeror's Draft Fleet Plan to illustrate a comprehensive understanding of vehicle requirements and mastery of the subject matter, including an explanation of how the work will be performed.

### **6.2.7 Draft Data and Reporting Plan**

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

### **6.2.8 Draft Financial Management Plan**

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

## **6.3 Financial Proposal Evaluation Criteria**

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

## **6.4 Reciprocal Preference**

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

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

## **6.5 Selection Procedures**

### **6.5.1 General**

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

#### **6.5.2 Selection Process Sequence**

- A. 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.
- B. Offerors shall 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.
- C. 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.
- D. 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.

#### **6.5.3 Award Determination**

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

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

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

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## **7 RFP ATTACHMENTS AND APPENDICES**

### **Instructions Page**

A Proposal submitted by the Offeror shall be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For paper submissions, submit two (2) copies of each with original signatures. All signatures shall be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that shall be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit one copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: RFP ATTACHMENTS AND APPENDICES**

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
N/A	With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
			<a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> )
N/A	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> )
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
N/A	With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N/A	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N/A	With Proposal	K	Mercury Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentK-MercuryAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentK-MercuryAffidavit.pdf</a> )
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="https://procurement.maryland.gov/wp-">https://procurement.maryland.gov/wp-</a>

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
			<a href="#">content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf</a> )
N/A	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
<b>Appendices</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
Y	N/A	3	Operations Plan Data
<b>Additional Submissions</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Document Name</b>
Y	5 Business Days after recommended award	-	Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
Y	10 Business Days after recommended award	-	PEP; 1 copy
Y	Within 14 Days after NTP is issued	CDRL-01	Staffing and Qualifications Plan
Y	Within 14 Days after NTP is issued	CDRL-02	Operations Plan
Y	Within 14 Days after NTP is issued	CDRL-03	Technology Plan
Y	Within 14 Days after NTP is issued	CDRL-04	Fleet Management Plan
Y	Within 14 Days after NTP is issued	CDRL-05	Rider Enrollment and Management Plan

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	Within 14 Days after NTP is issued	CDRL-06	Financial Management Plan
Y	Within 14 Days after NTP is issued	CDRL-07	Data and Reporting Plan
Y	Within 14 Days after NTP is issued	CDRL-08	Safety and Security Plan

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



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

**Solicitation Number MOL-21-040-SR**  
**On-Demand Paratransit Services (Pilot Program)**

A Pre-Proposal conference will be held on June 30, 2021 at 10:00am on MS Teams.

Please return this form by June 28, 2021, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Heather Martin  
MDOT MTA  
E-mail: [hmartin@mdot.maryland.gov](mailto:hmartin@mdot.maryland.gov)

Please indicate:

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

**Attendees and their email addresses** (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

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

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

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

*Signature/Seal*

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

*Printed Name*

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

*Title*

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

*Date*

## Attachment B. Financial Proposal Instructions & Form

### B-1 Financial Proposal Instructions

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

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

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

**B-1 Financial Proposal Form**

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

See separate Excel Financial Proposal Form labeled, "*MOL-21-040-SR Financial Proposal Form*".

Submitted by:

Offeror:

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

By:

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

Printed Name:

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

Title:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_  
Date

Address:

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

<b>Attachment C.      Proposal Affidavit</b>
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See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise (MBE) Forms**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

<b>Attachment E.      Veteran-Owned Small Business Enterprise (VSBE) Forms</b>
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This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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 shall 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 shall comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the contractor/subcontractor violated a provision of this title or regulations of the Commissioner, The contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

<b>Attachment G. Federal Funds Attachments</b>
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This solicitation does not include a Federal Funds Attachment.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

**Attachment I. Non-Disclosure Agreement (Contractor)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

<b>Attachment J.      HIPAA Business Associate Agreement</b>
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This procurement does not require this document.

<b>Attachment K.      Mercury Affidavit</b>
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This solicitation does not include the procurement of products known to likely include mercury as a component.

<b>Attachment L.</b>	<b>Location of the Performance of Services Disclosure</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.



**Attachment M. Contract**

Maryland Department of Transportation  
Maryland Transit Administration (MDOT MTA)  
On-Demand Paratransit Services (Pilot Program)  
MOL-21-040-SR

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND TRANSIT ADMINISTRATION (“MDOT MTA” or the “Administration”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated \_\_\_\_\_ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for On-Demand Paratransit Services, Solicitation # MOL-21-040-SR, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. \_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

**2. Scope of Contract**

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### **3. Period of Performance**

- 3.1 The term of this Contract begins on the date the Contract is signed by the Administration following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue for fourteen months ("Initial Term").
- 3.2 In its sole discretion, the Administration shall have the unilateral right to extend the Contract for one, successive one-year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Offeror's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Offeror's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Administration shall pay The Offeror in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to The Offeror pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by The Offeror, if the State fails to increase the Contract amount, The Offeror shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, The Offeror

shall: (a) promptly consult and work in good faith with the Administration to establish a plan of action to assure that every reasonable effort is undertaken by The Offeror to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which The Offeror is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to The Offeror pursuant to this Contract shall be made no later than 30 days after the Administration's receipt of a proper invoice from The Offeror as required by RFP section 3.3.

The Offeror may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Offeror submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, The Offeror fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to The Offeror to be reduced or withheld until such time as The Offeror meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Administration is not evidence that services were rendered as required under this Contract.

## **5. Rights to Records**

- 5.1 The Offeror agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by The Offeror for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to The Offeror other than that specifically provided by this Contract.

- 5.2 The Offeror agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, The Offeror hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Offeror shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by The Offeror with respect to all data delivered under this Contract.
- 5.4 The Offeror shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, The Offeror, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Exclusive Use**

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by The Offeror in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Administration or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

## **7. Patents, Copyrights, and Intellectual Property**

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, The Offeror shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Administration or licensed by the Administration from third parties, including all information provided by the Administration to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Administration will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by The Offeror under the Contract, Contractor hereby grants to the State a

- nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that The Offeror-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or The Offeror believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to The Offeror. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant The Offeror a license to such materials, subject to the terms of a separate writing executed by The Offeror and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7. The Offeror shall report to the Administration, promptly and in written detail, each notice or claim of copyright infringement received by The Offeror with respect to all Deliverables delivered under this Contract.
- 7.8. The Offeror shall not affix (or permit any third party to affix), without the Administration's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings



are affixed, the Administration shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **8. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within The Offeror's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **9. Loss of Data**

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of The Offeror or any of its subcontractors or agents, The Offeror shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Offeror shall ensure that all data is backed up and recoverable by The Offeror. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which The Offeror is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, The Offeror shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of The Offeror to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, The Offeror shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

## **10. Indemnification and Notification of Legal Requests**

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to The Offeror's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2. The State has no obligation: (i) to provide legal counsel or defense to The Offeror or its subcontractors in the event that a suit, claim or action of any character is brought against The Offeror or its subcontractors as a result of or relating to The Offeror's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, The Offeror shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event The Offeror receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by The Offeror, The Offeror shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Offeror shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

#### **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of The Offeror or any entity that is a subcontractor on this Contract.

#### **12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, The Offeror 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 Offeror shall file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, The Offeror shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

#### **13. Maryland Law Prevails**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

#### **14. Nondiscrimination in Employment**

The Offeror agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in



nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

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

**16. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or The Offeror's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both The Offeror and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Offeror shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify The Offeror as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**17. Termination for Default**

If The Offeror fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to The Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by The Offeror shall, at the State's option, become the State's property. The State shall pay The Offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by The Offeror's breach. If the damages are more than the compensation payable to The Offeror, The Offeror will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that The Offeror has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, The Offeror shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

**19. Delays and Extensions of Time**

- 19.1 The Offeror agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of The Offeror, 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 Offeror or the subcontractors or suppliers.

## **20. Suspension of Work**

The State unilaterally may order The Offeror 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.

## **21. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **22. Financial Disclosure**

The Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **23. Political Contribution Disclosure**

The Offeror shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:  
[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

## **24. Retention of Records**

The Offeror and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any

applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Offeror shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by The Offeror and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

## **25. Right to Audit**

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of The Offeror's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) The Offeror's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Administration may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Administration's election. The Administration may copy any record related to the services performed pursuant to the Contract. The Offeror agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of The Offeror's subcontractors including but not limited to any lower tier subcontractor(s). The Offeror shall ensure the Administration has the right to audit such subcontractor(s).

## **26. Compliance with Laws**

The Offeror hereby represents and warrants that:

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

## **27. Cost and Price Certification**

- 27.1 The Offeror, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because The Offeror

furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

## **28. Subcontracting; Assignment**

The Offeror may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may The Offeror assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of The Offeror's obligations to its subcontractors.

## **29. Limitations of Liability**

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. Section 10 ("Indemnification") of this above limitation of liability is per incident.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

## **30. Commercial Nondiscrimination**

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide

equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided 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 Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Offeror shall include the language from 30.1, or similar clause approved in writing by the Administration, in all subcontracts.

### **31. Prompt Pay Requirements**

- 31.1 If The Offeror withholds payment of an undisputed amount to its subcontractor, the Administration, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to The Offeror 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 Offeror;
  - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by The Offeror to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between The Offeror and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Administration concerning a withheld payment between The Offeror and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
  - (b) Be used as evidence on the merits of a dispute between the Administration and The Offeror in any other proceeding; or

- (c) Result in liability against or prejudice the rights of the Administration.
- 31.4 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 MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Administration may, consistent with COMAR 21.11.03.13, take the following measures:
  - (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
    - i. Inspecting any relevant records of The Offeror;
    - ii. Inspecting the jobsite; and
    - iii. Interviewing subcontractors and workers.Verification shall include a review of:
    - i. The Offeror's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
    - ii. The monthly report of each certified MBE subcontractor, which lists payments received from The Offeror in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
  - (b) If the Administration determines that The Offeror is not in compliance with certified MBE participation goals, then the Administration will notify The Offeror in writing of its findings, and will require The Offeror to take appropriate corrective action. Corrective action may include, but is not limited to, requiring The Offeror to compensate the MBE for work performed as set forth in the MBE participation schedule.
  - (c) If the Administration determines that The Offeror is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Administration requires, then the Administration may:
    - i. Terminate the Contract;
    - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
    - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
  - (d) Upon completion of the Contract, but before final payment or release of retainage or both, The Offeror shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

## **32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Administration may withhold payment of any invoice or retainage. The Administration may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

## **33. Use of Estimated Quantities**



Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Administration does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with The Offeror until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

**35. Effect of Contractor Bankruptcy**

All rights and licenses granted by The Offeror under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if The Offeror or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless The Offeror elects to and does in fact continue to perform all of its obligations under this Contract.

**36. Miscellaneous**

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**37. Contract Monitor and Procurement Officer**

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Administration may change the Contract Monitor at any time by written notice to The Offeror.



- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Administration may change the Procurement Officer at any time by written notice to The Offeror.

### **38. Notices**

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

If to the State:

Heather Martin  
MDOT MTA Procurement  
6 St. Paul Street, 7<sup>th</sup> Floor  
Baltimore, MD 21202  
Phone Number: 410-767-3835  
E-Mail: hmartin@mdot.maryland.gov

With a copy to:

<<procurementOfficerName>>  
<<issuingAgencyName>> (<<ISSUINGAGENCYACRONYM>>)  
<<procurementOfficerAddress>>  
Phone Number: <<procurementOfficerPhoneNumber>>  
E-Mail: <<procurementOfficerE-mail>>

If to The Offeror:

(Contractor's Name)  
(Contractor's primary address)  
Attn: \_\_\_\_\_

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

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

### **<<39.>> Parent Company Guarantee (If applicable)**

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for The Offeror's Parent Company to guarantee performance of The Offeror. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial

commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland

<<ISSUINGAGENCYNAME>>

(<<ISSUINGAGENCYACRONYM>>)

By:

By: <<agencyContractSigner>>,  
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if  
applicable)

By:

\_\_\_\_\_

\_\_\_\_\_

By:

Date

\_\_\_\_\_

Date

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

\_\_\_\_\_

Assistant Attorney General

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

(Date)

(BPW Item #)

<b>Attachment N.</b>	<b>Contract Affidavit</b>
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See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

<b>Attachment O.      DHS Hiring Agreement</b>
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This is not required for this contract.

## Appendix 1. – Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user shall agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Administration may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- J. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. Maryland Department of Transportation or (MDOT MTA or the “Administration”).
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- O. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- P. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.

- Q. 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.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- V. Offeror – An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Administration may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. Request for Proposals (RFP) – This Request for Proposals issued by the MDOT MTA (Administration), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- DD. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law §



14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- EE. Service Level Agreement (SLA) - Commitment by the Contractor to the Administration that defines the performance standards the Contractor is obligated to meet.
- FF. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- GG. Software - 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.
- HH. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- II. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- JJ. State – The State of Maryland.
- KK. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- LL. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- MM. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
  - 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;

- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

NN. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

OO. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

PP. Total Proposal Price - the Contractor's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

QQ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

RR. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

## **Appendix 2. – Offeror Information Sheet**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).

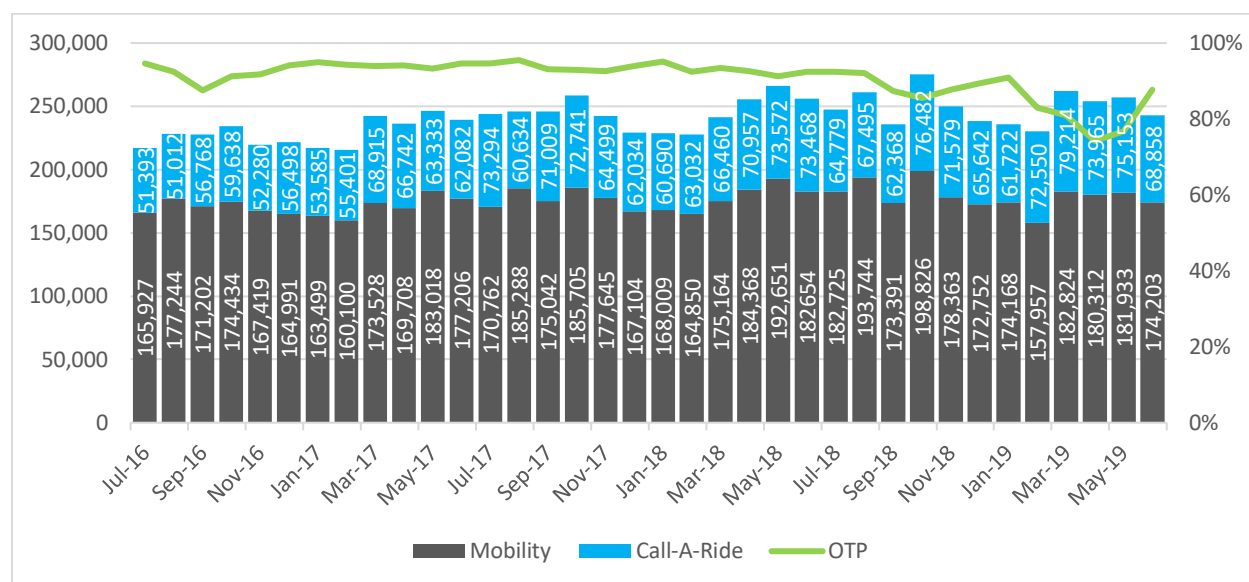
## Appendix 3. – Operations Plan Data

The information provided in this appendix is context for Offerors to refine their technical and financial proposals.

### Performance and Usage Trends

There are over 30,000 eligible Mobility customers at a given time who can take an unlimited number of Mobility trips, but trips must be at least 30 minutes apart. Figure 1 shows monthly ridership and on-time performance (OTP) of both paratransit services, Mobility and Call-a-ride. Note that Mobility rebid contracts for its providers in 2018, which lead to a transition period in the early months of 2019. Updated ridership and on-time performance data is available at <https://www.mta.maryland.gov/performance-improvement>.

Figure 1—Monthly Paratransit Ridership and On-time Performance (July 2016 to June 2019)



\*Source: MDOT MTA Office of Performance Management

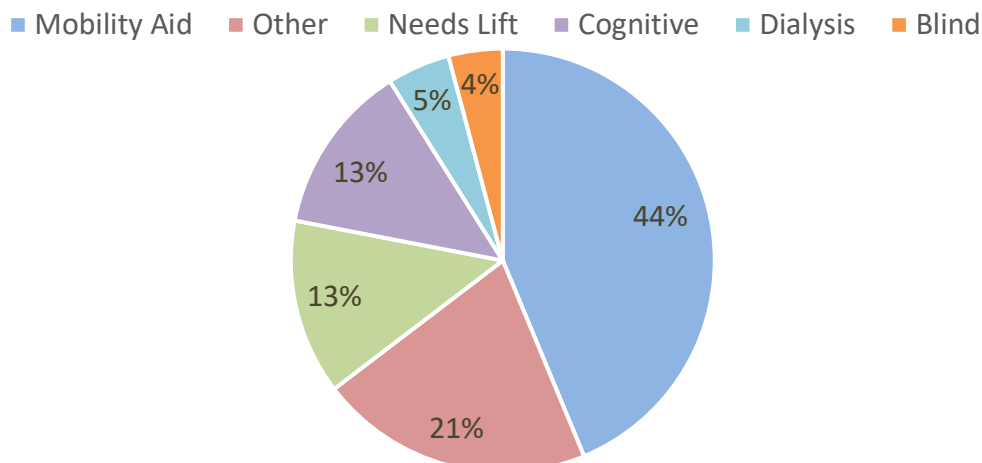
In 2018, Mobility and Call-a-ride averaged about 180,625 and 68,044 rides per month, respectively, for a total of 248,668 rides per month. Total ridership in 2018 was nearly three million, 2.2 million on Mobility and over 800,000 on Call-a-ride. Mobility and Call-a-ride ridership has increased by four to five percent between 2017 and 2018, the most recent two years. On-time performance peaked at 95.5 percent in January 2018, declining through the year, and averaged 91.0 percent on-time performance. During the contract transition period, on-time performance dipped as low as 74.2 percent but has since recovered to 89.8 percent as of June 2019.

During a 3-month period between April and June 2019, the average trip distance was 3.89 miles for Call-a-ride trips and 6.89 miles for Mobility trips. Call-a-ride customers took an average of six trips per rider per month and Mobility customers took an average of ten trips per rider per month.

## Customer Characteristics

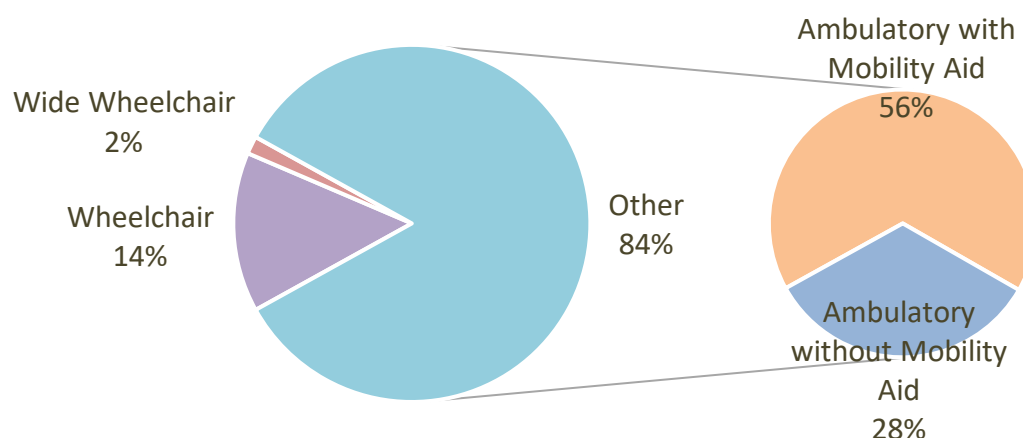
Ridership can be further analyzed by the eligibility type of individuals taking paratransit trips. Individuals who qualify to ride the Administration paratransit are identified by one or more of six eligibility categories used to determine which vehicle or operator to dispatch. A breakdown of mobility customers by eligibility category, as of April 2019, is shown in Figure 2.

**Figure 2—Customers by Eligibility Type**



Of the nearly 30,000 eligible customers, 60 percent qualify for one eligibility category while the other 40 percent qualify for more than one. More than half of mobility customers use a mobility device of some kind. Customers are further identified in Figure 4 by “space” requirements for wheelchair use and whether they are ambulatory with or without a mobility aid.

**Figure 3—Customers by Space Requirements**



As shown in Figure 3, about sixteen percent of eligible customers use a wheelchair and approximately 84 percent of eligible customers are considered ambulatory, or able to walk, with or without a mobility aid. Of the total number of ambulatory individuals, 28 percent can get around without a mobility aid.

### ADA and Non-ADA Service Mix Available to Mobility Customers

All 200 pilot users will have access to all existing services in addition to use of the Pilot, with separate fare structures and subsidies for each. Base fares and copays are subject to change with legislatively mandated, bi-annual fare increases. Fares in Figures 4 and 5 are current as of the 2019 fare increase.

Figure 4—Existing and Proposed Service Mix for Mobility Customers

Service	Base One-way Fare	Maximum Per Trip Subsidy	Trip Schedule
<b>Mobility (ADA)</b>	\$2.10	Fully subsidized	30-minute window
<b>Call-a-Ride (non-ADA)</b>	\$3.00	\$20.00 per trip	2 per day
<b>Proposed On-Demand Paratransit (non-ADA)</b>	\$2.10	\$20.00 per trip	20 per month
<b>Core Bus and Rail (non-ADA)</b>	\$0.00	Fully subsidized	N/A

Below is alternative presentation of passenger copays and subsidy for each type of service available to Mobility eligible customers.

Figure 5—Existing and Proposed Fare Structure for Mobility Customers

	Base Fare	Passenger Subsidy	Additional Fare
<b>Mobility (ADA)</b>	\$2.10	Fully subsidized→	
<b>Call-a-ride (non-ADA)</b>	\$3.00	\$20.00	>\$20→
<b>On-Demand Pilot (non-ADA)</b>	\$2.10	\$20.00	>\$20→
<b>Core Service (non-ADA)</b>	←Fully subsidized→		

- Mobility will be \$2.10 per trip with the rest of the trip fully subsidized. This is ADA paratransit. The number of trips per day is only limited by a minimum 30-minute reservation window between trips.
- Call-a-ride will be a \$3.00 copay by the rider and a total subsidy of \$20 per trip (including the copay). The number of trips is limited to two per day.
- On-Demand Paratransit will be \$2.10 copay by the rider and a total subsidy of \$20 per trip (including the copay). The number of trips is limited to 20 per month.
- All Mobility riders will be able to ride core bus and rail for free and fully subsidized. There is no limit to the number of free trips a Mobility customer may take on core bus.



## Mobility Service Area

The below map represents a ¾-mile buffer around core, fixed-route bus stops and rail stations as of 2019.

Figure 6—Map of Mobility Service Area

