



**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
(MDOT MTA)
REQUEST FOR PROPOSALS (RFP)**

**FARE COLLECTION RETAIL NETWORK
RFP NUMBER: AGY-21-051-IT**

ISSUE DATE: MARCH 15, 2022

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**

CONTRACTOR 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 this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Fare Collection Retail Network
Solicitation No: AGY-21-051-IT**

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:

Contractor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION (MDOT MTA)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	IT - FARE COLLECTION RETAIL NETWORK
Solicitation Number:	AGY-21-051-IT
RFP Issue Date:	March 15, 2022
RFP Issuing Office:	Maryland Department of Transportation Maryland Transit Administration (MDOT MTA)
Procurement Officer: e-mail: Phone:	Heather Martin 6 St. Paul Street, 7 th Floor, Baltimore, MD 21202 hmartin@MDOT.Maryland.gov 410-767-3835
Proposals are to be sent to:	Technical Proposals and Financial Proposals are to be submitted via eMMA.
Pre-Proposal Conference:	Wednesday, March 30, 2022 at 10:00AM, on Microsoft Teams. Email request for Teams access by 12:00 PM on Monday, March 28, 2022, to hmartin@mdot.maryland.gov . See Attachment A for further directions.
Questions Due Date and Time	Thursday, April 7, 2022 by 6:00AM Local Time
Proposal Due (Closing) Date and Time:	Wednesday May 4, 2022 at 12:00 PM Local Time Technical Proposals and Financial Proposals are to be uploaded into eMMA. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
DBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity with Fixed Unit Prices; then revenue generating
Contract Duration:	Five (5) Base Years from the Notice to Proceed
Primary Place of Performance:	Various locations throughout Baltimore City, Maryland
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Transportation, Maryland Transit Administration (MDOT MTA or Agency) is issuing this Request for Proposals (RFP) in order to select an Offeror to implement and maintain an extensive network of retail locations throughout the Agency's service area that distributes Future Fare System ("FFS") fare media and enables customers to add value easily and securely to their FFS transit accounts. The Agency's service area includes West Virginia, Western Maryland, Central Maryland, and parts of Eastern Shore, Maryland.
- 2.1.2 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.
- 2.1.3 The MDOT MTA intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 The State does not wish to procure a software application still under development. The software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.
- 2.1.6 The Contract applies exclusively to all entities to which Subtitle 3 of Title 3A of the State Finance and Procurement Article is applicable pursuant to Section 3A-302 of the State Finance and Procurement Article.
- 2.1.7 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.
- 2.1.8 Maryland State and local entities as defined in Finance and Procurement 13-110(a)(5)(i) and not-for-profit entities within the State of Maryland, and other state, bi-county, multi-county and local government agencies may purchase from the Contractor goods and services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or not-for-profit entities;
 - A. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
 - B. Shall not constitute purchases by the State or State agencies under the Contract;
 - C. Shall not be binding or enforceable against the State; and
 - D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.9 All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

2.2 Background and Purpose

In 2009, the MDOT MTA launched a card-based electronic fare payment system, called the "CharmCard". After eleven (11) years of service, the system is quickly reaching end-of-life, making the

need for a new Automatic Fare Collection (AFC) solution imminent. The MDOT MTA is replacing the original CharmCard with a new “Future Fare System” (FFS) that shall be a modern, account-based fare collection system operational by the middle of 2023. The new Future Fare System will expand the retail network to provide transit customers with a secure and convenient option for FFS fare media and stored value purchases.

The MDOT MTA supports limited retail sales today. Historical annual sales figures are outlined in the table below.

Figure 1: Historical Annual Sales

Revenue	2019	2020
Retail Outlet	\$ 12,844,861.00	\$ 8,597,828.00
TOTAL MTA Sales Revenue	\$ 65,703,480.00	\$ 30,917,441.00*

**Does not include MobilityLink sales.*

2.2.1 Project Goals

The goal of this project is to implement and maintain an extensive network of retail locations throughout the Agency’s service area that distributes FFS fare media and enables customers to add value easily and securely to their FFS transit accounts.

2.2.2 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State shall provide a State Project Manager who shall be responsible for day-to-day communications, oversee project activities, review invoices, and other duties as necessary throughout the life of the contract.

2.2.3 Other State Responsibilities

The State shall provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract.

2.3 Responsibilities and Tasks

2.3.1 Introduction

The MDOT MTA is releasing this Request for Proposals (RFP) to procure the skills of a Service Provider to implement and maintain an extensive network of retail locations throughout MDOT MTA’s service area that distributes FFS fare media and enables customers to add value easily and securely to their FFS transit accounts.

The Service Provider shall be responsible for recruiting and managing a network of hundreds of retail merchants who will sell FFS fare media and/or stored value.

The retail network sales shall support:

1. **Single Fare Media Account Type** – FFS retail merchants shall only sell fare media with a card/account type of “Full Fare”. None of the Service Provider’s supported retailers will sell discounted card types (e.g., Senior, Disabled, etc.). The only fare card available for sale will be the Adult “Full Fare” card. This eliminates the need for merchants to perform verification of eligibility as a part of sales. In addition, merchants shall only carry one type of card at all locations. This will simplify the distribution and management of the FFS fare media.

2. **Stored Value Only** – FFS retail merchants shall be required to support the activation of fare media accompanied by an initial stored value load. While discounted cards will not be available for sale via the retail network, the merchants shall support the loading of stored value to all FFS fare media account types (e.g., Full Fare, Senior, Disabled, etc.). The retail merchants shall also support the loading of stored value to Virtual Fare Media (virtual barcoded smart cards located on a mobile device). FFS retail merchants will not be responsible for selling passes or other fare products, such as monthly passes.

The Service Provider shall be responsible for working with the FFS's System Integrator (SI) to integrate the retail network with the FFS system. The Service Provider shall coordinate with the FFS SI to ensure that the FFS Phase 1 and retail network implementations align. The retail network shall be fully operational as described in the requirements of this specification at the time of the FFS's Phase 1 launch, scheduled for mid-2023.

2.3.1.1 Project Stakeholders

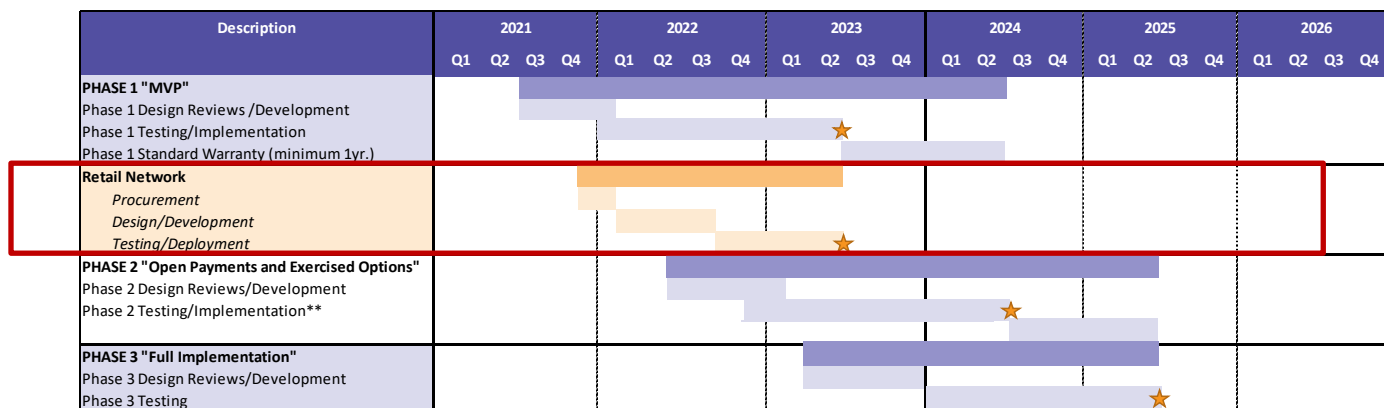
The MDOT MTA has assembled a comprehensive team of cross-functional stakeholders involved in fare collection technology, finance, policy, operations, and maintenance. A full list of MTA Departments that are working collaboratively to implement the Retail Network are provided below:

1. MTA Maintenance
2. MTA Operations
3. MTA Fare Revenue
4. MTA Finance
5. MTA/DoIT Information Technology
6. MTA Marketing and Communications

2.3.1.2 Project Timeline

The MDOT MTA Retail Network is part of a larger project called the Future Fare System (FFS), which will refresh and upgrade the agency's overall fare collection systems. The MDOT MTA expects the Retail Network's operation to correspond with the delivery of the Future Fare System's Phase 1. The MDOT MTA also expects that no fewer than 250 retail stores will be publicly available in production by the FFS Phase 1 launch, scheduled for mid-2023. Additional retail stores shall be implemented as the project progresses, to meet or exceed the number of retail stores outlined within this specification.

Figure 2: Retail Network Implementation Schedule in Relation to the FFS Implementation Schedule



★ Stars denote the start of operation for each Phase

2.3.1.3 MDOT MTA Retail Network Requirements

The Service Provider shall, at a minimum, implement and maintain an extensive network of retail locations throughout the MDOT MTA's service area that distributes FFS fare media and enables customers to add value easily and securely to their FFS transit accounts. Other key components of the Service Provider's scope shall include:

- A. The Service Provider shall, at a minimum:
1. Manage the distribution of retail packaged fare media (Full Fare account type only) to the retail merchants. The MDOT MTA shall separately procure the fare media and packaging.
 2. Integrate with retail merchants' point-of-sale (POS) systems to facilitate the safe, secure, and efficient real-time sales of fare media and stored value loads.
 3. Provide a web-based portal to enable retail merchants to perform real-time fare media and real-time stored value sales at locations where POS integration is not possible.
 4. Integrate with the FFS via application programming interfaces (APIs) provided by the SI to activate media and transmit stored value load transaction.
 5. Support timely and accurate financial reporting and reconciliation for all fare media and stored value retail sales transactions.

2.3.2 Project Management Requirements

In order to provide effective and efficient project management oversight, the State requires the Contractor to provide a Project Management Team to lead, oversee, and implement the contract requirements. The Project Management Team shall adhere to the State of Maryland's Agile System Development Life Cycle Methodology requirements (<https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>).

2.3.2.1 Project Management Team

The Contractor shall identify individuals who shall serve as the:

1. Project Manager (PM), and
2. Technical Lead

Figure 3: Project Management Team Requirements

Requirement #	Requirement	Assigned CDRL
2.3.2.1-1	The retail service provider shall designate responsible and experienced individuals to serve as the PM and Technical Lead for the entire term of the contract. Both the PM and Technical Lead shall maintain close collaboration throughout the project lifecycle.	CDRL 2-1
2.3.2.1-2	The PM shall be fluent in English and possess at least five (5) years of demonstrable, recent, and extensive experience managing projects of similar size and complexity as the Baltimore project and must possess full authority to render project resources and technical and commercial decisions on behalf of the Service Provider.	CDRL 2-1

Requirement #	Requirement	Assigned CDRL
2.3.2.1-3	The Technical Lead shall be fluent in English and possess at least five (5) years of demonstrable, recent, and extensive experience serving in a lead technical role on projects of similar size and complexity and must have a good command of the technologies that shall be utilized as a part of the implementation.	CDRL 2-1
2.3.2.1-4	The Service Provider shall hire a local sales representative who is familiar with the Baltimore Area. The Sales Representative shall be fluent in English and possess at least five (5) years of demonstrable, recent, and extensive experience serving in a Sales role on projects of similar size and complexity	CDRL 2-1
2.3.2.1-5	Removal or replacement of the PM or Technical Lead or Local Sales Representative by the Service Provider shall require prior approval by the agency. The Service Provider's request to remove or replace the PM or Technical Lead must be made in writing and include the reason for removal or replacement.	CDRL 2-1
2.3.2.1-6	If any key Service Provider staff (Project Manager, Technical Lead, Local Sales Representative, etc.) is found unacceptable by the agency or needs to be replaced for any reason, the Service Provider shall provide a replacement candidate within 30 calendar days. Replacement candidates shall be subject to agency approval.	CDRL 2-1

2.3.2.2 Project Meetings

2.3.2.2.1 Project Kickoff Meeting

The purpose of the project kickoff meeting is to allow all parties to understand the scope and schedule of the project and to confirm expectations and responsibilities.

Requirement #	Requirement	Assigned CDRL
2.3.2.2.1-1	No later than 21 calendar days following NTP, the Retail Service Provider shall participate in a project kickoff meeting to be held at the agency's office. A virtual meeting may be used instead of an in-person meeting at the discretion of the MTA. Zoom is not an allowable technology for any teleconference meetings held with the agency.	CDRL 2-1
2.3.2.2.1-2	The Service Provider shall work with the agency to assemble an agenda for the meeting that covers the following topics at a minimum: <ol style="list-style-type: none"> 1. Introductions of key agency and Retail Service Provider points of contact 2. Review of project roles and responsibilities 3. Review of Retail Service Provider's scope of work 4. Presentation of the draft project baseline schedule 	CDRL 2-1

2.3.2.2.2 Progress Review Meetings

The purpose of monthly Progress Review Meetings is to provide a status update on the project's health including but not limited to deliverables, action items, risks, and schedule.

Requirement #	Requirement	Assigned CDRL
2.3.2.2.2-1	Progress reviews shall be held at agency facilities monthly, at a minimum. Live video or teleconference meetings on a more frequent basis shall occur as required.	CDRL 2-1
2.3.2.2.2-2	The Retail Service Provider shall prepare and submit an agenda at least five (5) business days before all progress review meetings for review and approval by the agency.	CDRL 2-1
2.3.2.2.2-3	<p>The topics to be discussed and reviewed shall include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Minutes of the prior progress review meeting 2. Updated master program schedule 3. Updated CDRLs 4. Updated CDRL submittal list and schedule 5. Updated action item log 6. Updated issues list 7. Progress since the last meeting 8. Issues arising since the last meeting, including design status, development problems, product delivery problems, schedule slippages, and problems arising from proposed changes and other circumstances which affect the progress of the work 9. A sequence of critical work and schedule using the master program schedule and monthly progress reports 10. Quality control summary 11. Contract budget, milestone payment, and invoice status and schedule 12. Any needed corrective measures to maintain the project schedule 13. Assessment, review, and update of the safety assurance program 14. Assessment, review, and update of the risk management plan and risk register 15. Any other issues related to the project <p>The discussion topics may vary depending on project needs and priorities. The agency may introduce new topics not listed here.</p>	CDRL 2-1

Requirement #	Requirement	Assigned CDRL
2.3.2.2.2-4	<p>The Service Provider shall prepare and submit to the agency a monthly progress report that addresses the following topics and serves as the agenda for the progress review meeting:</p> <ol style="list-style-type: none"> 1. Review and status of actions from previous meetings 2. Updated master program schedule showing progress against the baseline schedule 3. Status of all current key activities, upcoming activities, issues, and corrective actions 4. Update of all identified project risks and the actions taken towards mitigating those risks, and an updated risk register 5. Updated CDRL list indicating the current status of each CDRL <p>The progress report may vary depending on project needs and priorities. The agency may request other items not listed here.</p>	CDRL 2-1
2.3.2.2.2-5	<p>The Service Provider shall be responsible for documenting minutes for all monthly progress review meetings and submitting those minutes for agency review within three (3) business days following each meeting.</p>	CDRL 2-1

2.3.2.2.3 Weekly Project Coordination Meetings

The purpose of weekly project coordination meetings is to provide a standing forum for items and topics to be discussed, and decisions that need to be made which cannot be held until monthly progress reviews. Other ad-hoc meetings may also be necessary to facilitate project delivery.

Requirement #	Requirement	Assigned CDRL
2.3.2.2.3-1	<p>The Service Provider shall prepare and submit an agenda and project status report at least two (2) business days before all weekly coordination meetings for review and approval by the agency. The status report must include a timeline of activities, and deliverables completed since the last meeting, deliverables that shall be completed in the next calendar month, and a detailed explanation and mitigations for any deliverables that are delayed.</p>	CDRL 2-1
2.3.2.2.3-2	<p>The Service Provider's Technical Lead, PM, Sales Representative, and other designated staff shall participate as required in other ad-hoc meetings to facilitate project coordination and decision making.</p>	CDRL 2-1
2.3.2.2.3-3	<p>The Service Provider shall be responsible for documenting minutes for each weekly coordination and ad-hoc meeting and submitting those minutes for agency review within three (3) business days following each meeting.</p>	CDRL 2-1

2.3.2.3 Project Management Plan (PMP)

The Service Provider shall submit a comprehensive project management plan that details project organization, including schedule, risk, safety, quality, and change management, and all other aspects of the project specified in this section.

Requirement #	Requirement	Assigned CDRL
2.3.2.3-1	A Project Management Plan shall be submitted no later than 21 calendar days following NTP and shall be subject to the agency's review and approval.	CDRL 2-1
2.3.2.3-2	<p>The Project Management Plan shall include, at minimum, the following:</p> <ol style="list-style-type: none"> 1. Organizational chart identifying key project personnel and contact information, 2. Master Program Schedule, identifying key program milestones and activities, 3. Schedule for all project design and manufacturing elements that require agency approval, 4. Change Management Process that documents changes and deviations to contract requirements, 5. Quality Assurance Processes and procedures to ensure that the requirements of the contract are being met, and 6. Configuration Management Processes and procedures for all submittals and subsequent revisions. 7. Scope Management, outlining how requirements shall be defined and how the project scope shall be controlled and verified. 8. Cost Management, describing the planned processes for managing and controlling costs throughout the project's life cycle. 9. Communication Management, describing the methods to communicate activities related to the project and its progress. 10. Risk Management, outlining the planned processes and responsibilities to routinely perform risk identification, risk analysis, risk response planning, and risk control activities throughout the life cycle of the project. 11. Issue Management identifying risks or unidentified risks that have become issues and adversely affect project performance. <p>Additional items in the Project Management Plan may be proposed.</p>	CDRL 2-1

2.3.2.3.1 Master Program Schedule

The Contractor shall ensure that the Project Management Plan includes a Master Program Schedule section as described in Section 2.3.2.3.1.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.1-1	The Service Provider shall create and maintain a master program schedule for the project that aligns with the key project milestone dates contained in Section 2.3.1.2 Project Timeline. It shall identify all project activities and milestones (including intermediate activities, all predecessor and dependent activities, and those activities that are reliant on any other FFS projects)	CDRL 2-1
2.3.2.3.1-2	The master program schedule shall be cost-loaded and developed using Microsoft Project.	CDRL 2-1
2.3.2.3.1-3	The master program schedule shall identify all program activities, deliverables, and key milestones (including those owned by the MTA and third-party vendors), with expected and actual completion dates.	CDRL 2-1
2.3.2.3.1-4	The Service Provider shall work with the MTA to determine acceptable delivery/review timeframes for all MTA owned deliverables/activities within the master program schedule. All proposed times shall be subject to review and approval by the agency.	CDRL 2-1
2.3.2.3.1-5	The master program schedule approved by the agency shall become the baseline schedule, against which subsequent schedule updates shall show performance.	CDRL 2-1
2.3.2.3.1-6	The master program schedule shall designate intermediate program milestones and target dates to track ongoing performance.	CDRL 2-1
2.3.2.3.1-7	The Service Provider shall update the master program schedule on a monthly or more frequent basis and submit the updated schedules for agency review and approval.	CDRL 2-1
2.3.2.3.1-8	Progress reports including plans and key issues remaining; milestones reached in the past 60 days; upcoming milestones planned in the next 60 days; and a list of all planned retail stores, including the store's onboarding status and an estimated launch date for each shall be delivered monthly, at a minimum. Progress meetings via live video or teleconference meetings on a more frequent basis shall occur as required.	CDRL 2-1
2.3.2.3.1-9	The Service Provider shall work with the MTA to determine acceptable delivery/review timeframes for all MTA owned deliverables/activities within the master program schedule. All proposed times shall be subject to review and approval by the agency.	CDRL 2-1
2.3.2.3.1-10	The listing of activities in the master program schedule shall be of sufficient granularity and detail to identify all predecessor and dependent activities, including the activities of other entities that impact the Service Provider's delivery of the system.	CDRL 2-1

Requirement #	Requirement	Assigned CDRL
2.3.2.3.1-11	The master program schedule approved by the agency shall become the baseline schedule, against which subsequent schedule updates shall show performance.	CDRL 2-1
2.3.2.3.1-12	The master program schedule shall designate intermediate program milestones and target dates to track ongoing performance.	CDRL 2-1
2.3.2.3.1-13	The Service Provider shall update the master program schedule on a monthly or more frequent basis and submit the updated schedules for agency review and approval.	CDRL 2-1

2.3.2.3.2 Scope Management

The Contractor shall ensure that the Project Management Plan (“PMP”) includes a Scope Management section as described in section 2.3.2.3.2.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.2-1	<p>As part of the PMP, the Service Provider shall provide a scope management plan that shall guide how the project scope shall be defined, documented, verified, managed, and controlled by the project management team. This plan shall include:</p> <ol style="list-style-type: none"> 1. Scope definition: A process to prepare detailed project scope statements based on the preliminary project scope 2. Creation of a Work Breakdown Structure (WBS): A process that establishes how the WBS shall be maintained and approved 3. Scope Verification: How formal verification and acceptance of the completed project deliverables shall be obtained 4. Scope Control: A process to control changes to project scope directly linked to integrated change control 	CDRL 2-1

2.3.2.3.3 Risk Management

The PMP shall include a risk management plan that describes the processes that the Service Provider shall follow to identify and manage potential risks that threaten to increase project costs, lengthen the project schedule, or compromise project performance as described in the table below.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.3-1	As part of the PMP, the Service Provider shall include a risk management plan that shall address risk planning, risk identification, risk analysis, and risk control, and shall be reviewed and updated monthly, or as requested by the agency.	CDRL 2-1
2.3.2.3.3-2	The processes that the Service Provider shall follow for mitigating risk from the project shall be identified, along with the processes for identifying, evaluating, and reporting (i.e., to the agency) future risks.	CDRL 2-1

Requirement #	Requirement	Assigned CDRL
2.3.2.3.3-3	The processes for developing and implementing corrective action plans to lessen the impact an unexpected event has on the project shall be identified, as shall the process for returning the project to steady-state.	CDRL 2-1
2.3.2.3.3-4	The Service Provider shall maintain a comprehensive program risk register comprised of data fields including, but not limited to: Risk Title, Risk Statement, Risk Owner, Risk Status, Risk Consequence, Probability Score, Impact Score, Initial Risk Rating, Current Risk Rating, Mitigation Approach, Mitigation Status, and Due Date. Regular updates to the risk register shall occur as part of scheduled project meetings.	CDRL 2-1

2.3.2.3.4 Quality Assurance and Control

As part of the PMP, the Service Provider shall establish, implement, and maintain an effective Quality Assurance (QA) program to manage, control, and document the work performed, and ensure that it complies with the requirements of the contract as described in the table below.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.4-1	As part of the project management plan, the Service Provider shall establish, implement, and maintain a QA program governing the work performed by the Service Provider, as well as all subcontractors.	CDRL 2-1
2.3.2.3.4-2	The QA program shall describe the overall quality policies and responsibilities that shall ensure the quality of work performed for each phase of the project.	CDRL 2-1
2.3.2.3.4-3	The QA program shall contain a collection of all forms to be used for the documentation of quality control activities, which ensure compliance of materials, processes, personnel, and products with the applicable specifications.	CDRL 2-1
2.3.2.3.4-4	The QA program shall include written descriptions of quality assurance and control policies and procedures, including the procedures that the Service Provider shall follow to ensure that controls and detailed documentation are maintained throughout the software development and configuration changes.	CDRL 2-1

Requirement #	Requirement	Assigned CDRL
2.3.2.3.4-5	<p>The QA program shall at minimum include procedures for the following activities:</p> <ol style="list-style-type: none"> 1. Surveillance overall work, including by subcontractors, to ensure compliance with all contract requirements 2. Verification of compliance, including audit; discrepancy identification, notification, and control; and corrective action 3. Evaluation and assessment of subcontractors' QA programs 4. Provision of technical documentation, drawings, specifications, handbooks, manuals, data flow diagrams, and other technical publications. 5. Design control and version management for changes to documents, drawings, data, and specifications 6. System software development (consistent with IEEE Standard 730 or equivalent ISO 9001 standards for software quality assurance) 7. Equipment handling, inventory, storage, and delivery 8. System integration testing 9. Installation testing 10. Defect management, including explanations, on how defects shall be identified, categorized, reported on, tracked, approved/rejected, and closed out 11. Calibration/verification of measuring equipment 12. System configuration management 13. Qualification and certification for all personnel performing work under the contract 	CDRL 2-1
2.3.2.3.4-6	The Service Provider shall use the defined quality assurance procedures as an integral part of its design development and review process.	CDRL 2-1
2.3.2.3.4-7	The Service Provider shall identify design variances from contract requirements and document and report variances to the agency.	CDRL 2-1
2.3.2.3.4-8	The QA program shall define methods of designing for, achieving, and maintaining quality.	CDRL 2-1
2.3.2.3.4-9	The Service Provider shall complete two tests for each new order of fare media the MTA procures, with the first test occurring at time of proof creation and the second test occurring after manufacturing is completed, but before cards are shipped to the retail stores. The Service Provider shall submit a report with findings summarizing the test results, and confirm the fare media and packaging passes all tests, including but not limited to quality of artwork, data encoded, and the ability to scan and read data according to the MTA specifications.	CDRL 2-1

2.3.2.3.5 Subcontractor Management

As part of the PMP, the Service Provider shall include a subcontractor management section as defined in section 2.3.2.3.5.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.5-1	The program management plan shall include a subcontractor management section outlining all activities to be performed by subcontractors, and procedures for organizing and communicating with subcontractors.	CDRL 2-1
2.3.2.3.5-2	The Service Provider shall provide all necessary plans, specifications, and instructions to its subcontractors and suppliers to enable them to properly perform their work.	CDRL 2-1
2.3.2.3.5-3	The Service Provider shall ensure that subcontractors or suppliers are informed of all applicable requirements in this specification and that appropriate engineering and project management tools are utilized for coordination and communication.	CDRL 2-1
2.3.2.3.5-4	The Service Provider shall have all subcontractors and suppliers available when required for meetings, testing, and resolution of design deficiencies, production problems, and similar situations. During all phases of the project, the agency shall have access to all subcontractors.	CDRL 2-1

2.3.2.3.6 Communications Management and Document Control

As part of the PMP, the Service Provider shall include a communications management section as defined in section 2.3.2.3.6.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.6-1	The PMP shall outline who is responsible to deliver and respond to various communications, who receives which communications, and how and when communications shall be delivered.	CDRL 2-1
2.3.2.3.6-2	The Service Provider shall ensure that stakeholder communication needs are understood. This includes determining what communication products shall be exchanged throughout the project (e.g., status updates, meeting minutes, reports, deliverables, etc.).	CDRL 2-1
2.3.2.3.6-3	The Service Provider shall store and maintain all program documents, manuals, meeting materials, submittals, and correspondence in an editable electronic form with an agency-provided document control system, ProjectWise, to provide robust and secure document control, as per the terms of the contract. ProjectWise shall be set up with an appropriate access configuration within 30 days of NTP.	CDRL 2-1
2.3.2.3.6-4	Program documents shall be categorized and numbered within the document control system according to an established document control scheme.	CDRL 2-1

2.3.2.3.7 Master Issues List

As part of the PMP, the Service Provider shall include a Master Issues List (MIL) section as defined in Section 2.3.2.3.7.

Requirement #	Requirement	Assigned CDRL
2.3.2.3.7-1	The Service Provider shall maintain an electronic Master Issues List (MIL) for the ongoing tracking and management of project issues and action items.	CDRL 2-1
2.3.2.3.7-2	MIL items shall be identified and updated at design review meetings, weekly project coordination meetings, monthly progress review meetings, and on an ad-hoc basis.	CDRL 2-1
2.3.2.3.7-3	<p>The MIL should track the following attributes for each entry at a minimum:</p> <ol style="list-style-type: none"> 1. Item number 2. Date opened 3. Requesting party 4. Description 5. Required action 6. Assigned party 7. Status (open/closed/in progress/deferred/etc.) 8. Date closed <p>Other attributes may be required by the agency. No action items shall be assigned to the agency without the agency's knowledge and consent.</p>	CDRL 2-1

2.3.2.4 Change Management and Control

The Service Provider shall implement and maintain a change control process that encompasses the entire system, including all contractor and subcontractor supplied equipment and software as described in the table below.

Requirement #	Requirement	Assigned CDRL
2.3.2.4-1	The Service Provider shall develop a change control process and procedures that include provisions for agency review and approval of all changes.	CDRL 2-2
2.3.2.4-2	Software changes and updates to approved documents, drawings, and data, shall be controlled through Engineering Change Requests (ECRs).	CDRL 2-2
2.3.2.4-3	ECRs shall include documentation describing the reasons for and effects of the change and shall be submitted to the agency for review and approval.	CDRL 2-2

Requirement #	Requirement	Assigned CDRL
2.3.2.4-4	Upon approval of the ECR, the Service Provider shall install the proposed software change in the agency test facility to undergo verification of new features and fixes, as well as Regression Testing. Upon successful verification, the agency shall authorize the Service Provider to deploy the software change according to an approved deployment plan.	CDRL 2-2
2.3.2.4-5	<p>The Service Provider shall provide comprehensive Software Release Notes for each ECR. Comprehensive Software Release Notes, at minimum, shall contain:</p> <ol style="list-style-type: none"> 1. A description of the change, 2. Affected equipment and modules, 3. List of the software modules updated by the release, including file names, version numbers, sizes, and checksums, 4. List of all defects corrected, including references to agency, correspondence where applicable, 5. List of all new features included, 6. List of all features to be tested, 7. Copies of all applicable test procedures, 8. Complete installation instructions, including steps to verify proper installation and to uninstall the updates, if necessary, 9. Complete build instructions, 10. List of software tools used, and 11. Back-out procedures if the software fails to update. <p>Other software release note elements may be requested by the agency.</p>	CDRL 2-2
2.3.2.4-6	The Service Provider shall be responsible for maintaining an engineering change status report that lists all changes, their submittal/approval status, implementation status, and expected/actual completion dates.	CDRL 2-2
2.3.2.4-7	Throughout the performance of this Contract, the Service Provider shall adhere to the software quality and version control procedures submitted and approved as part of the QA program described in Section 2.3.2.3.4. The version identifiers for all provided software shall be unique.	CDRL 2-2

2.3.2.5 Required DoIT System Development Life Cycle (“SDLC”) Deliverables

The State’s SDLC deliverables provide a framework to ensure that all aspects of the project are properly and consistently defined and communicated. Deliverables are required for each MITDP to ensure projects are appropriately planned, managed and executed. Deliverable templates and requirements can be found at <https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx>. These templates provide a clear structure of required content along with boilerplate language contractors may utilize and customize.

The development and distribution of SDLC deliverables:

1. Ensure common understanding among project team members and stakeholders.
2. Serve as a reminder of specified plans as projects become increasingly complex.
3. Provide agency senior management and other State officials insight into project risks and ongoing performance.
4. Encourage the execution of repeatable and consistent processes.

The State’s SDLC mandates deliverables in the Planning and Implementation Phase for this project. The table below highlights the deliverables that shall be required. The complete set of documentation shall be submitted by the Service Provider and approved by the agency.

Planning
1. Project Charter
2. Project Management Plan
3. Solution Roadmap
4. Responsibility Assignment Matrix
5. Non-Functional Requirements
6. Functional Requirements Document
7. Agile Maturity Matrix – Team
8. Agile PM Tool Selected
Implementation
1. Updated Solution Roadmap
2. System Design Document
3. Data Conversion Plan
4. Interface Control Document
5. System Security Plan
6. Agile Implementation Plan
7. System Administration Manual
8. Disaster Recovery Plan
9. Disposition Plan

2.3.2.6 Project Management Requirements Submittals

The Service Provider shall provide the following Project Management deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 2-1	Project Management Plan			Initial delivery expected at kickoff + 21 Calendar Days, with continuous updates throughout the project.
CDRL 2-2	Change Control Plan	X	X	Shall be updated for PDR and FDR
CDRL 2-3	Project Charter			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-4	Solution Roadmap			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-5	Responsibility Assignment Matrix			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-6	Non-Functional Requirements			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-7	Functional Requirements Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-8	Agile Maturity Matrix - Team			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-9	Agile PM Tool Selected			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-10	Updated Solution Roadmap			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-11	System Design Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-12	Data Conversion Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-13	Interface Control Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 2-14	System Security Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-15	Agile Implementation Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-16	System Administration Manual			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-17	Disaster Recovery Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-18	Disposition Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx

2.3.3 Design Review and Approvals

The project shall include two design review cycles: Preliminary Design Review (PDR) and Final Design Review (FDR). During each cycle, the Agency shall work with the Service Provider to:

1. Review details of the Service Provider's design of the retail network
2. Identify and address outstanding decisions

The design review cycles provide multiple points during the project for the Agency and the Service Provider to confirm the design details of the product and services to be furnished under the Contract. The Service Provider shall be required to facilitate retail design review meetings, submit documentation in support of the two design reviews, and coordinate with 3rd parties needed to deliver a complete system. The documentation required with each design review is identified in *Section 2.3.18 Master Document Submittals List* of this SOW.

2.3.3.1 General Design Review Requirements

The Service Provider shall perform all duties related to design review tasks outlined in Section 2.3.3.1.

Requirement #	Requirement	Assigned CDRL
2.3.3.1-1	Formal design reviews shall be conducted to evaluate design progress, as well as the technical, functional, and programmatic adequacy of the design in meeting the requirements in these specifications.	CDRL 3-1
2.3.3.1-2	The Service Provider shall submit a design review plan for agency review and approval within 30 calendar days of the kickoff of each Phase. This plan shall describe the scope, schedule, and deliverable format for each of the formal design reviews.	CDRL 3-1

Requirement #	Requirement	Assigned CDRL
2.3.3.1-3	<p>PDR and FDR shall consist of activities that serve to establish and document the details of the Service Provider’s proposed solution for the retail network. These activities for each design review shall include, at a minimum:</p> <ol style="list-style-type: none"> 1. A design review package containing documents that identify the design details of the retail network shall be submitted by the Service Provider and reviewed by the Agency and consultant staff. 2. A design review Master Issues List (MIL) shall be created as a result of the review, shall contain the comments and feedback from the Program team and Agency, and shall be provided to the Service Provider. 3. A formal design review meeting held between Service Provider, SI, and Agency staff, where the Service Provider shall explain the design and confirm compliance with the applicable capabilities. Where possible, issues identified during the review shall be resolved during the design review meetings. 4. All issues discussed during the meetings shall be documented by the Service Provider. The Agency shall determine the appropriate action required to close an issue. 5. If deemed necessary by the Agency, the Service Provider shall re-submit updated design documents for agency review and approval that incorporate necessary changes identified during the reviews. 6. The design review package shall be approved upon the Agency’s determination that identified design issues have been addressed. <p>Other design review activities may be requested by the agency throughout the design review process.</p>	CDRL 3-1
2.3.3.1-4	Service Provider shall work collaboratively with the SI through the design review process to enable a timely design for integration of the retail network with the FFS back-office.	CDRL 3-1
2.3.3.1-5	Each design review package shall include documents in a searchable electronic format (e.g., PDF) that shall be shared via the agency-provided document control system, and at least one reproducible hard copy.	CDRL 3-1
2.3.3.1-6	The SI shall submit design review packages that include all required CDRLs and supporting documentation at least 21 calendar days before each formal design review meeting.	CDRL 3-1
2.3.3.1-7	The agency shall provide comments on the design review packages at least seven (7) calendar days before each formal design review meeting.	CDRL 3-1

Requirement #	Requirement	Assigned CDRL
2.3.3.1-8	Design review meetings shall occur in Baltimore with the Service Provider project manager, Technical Lead, and all relevant technical staff attending in person. The specific location shall be identified by the agency, and a teleconference phone number shall be available for remote participation where permitted.	CDRL 3-1
2.3.3.1-9	The Service Provider and/or the agency may establish suitable confidentiality and nondisclosure agreements associated with design review submittals.	CDRL 3-1

2.3.3.2 Preliminary Design Review

The objectives of PDR are to review the progress of the system design and evaluate compliance of the completed design and work in progress with the requirements of these specifications applicable to the project. The Service Provider is encouraged to categorize PDR information into logical topics for organized review and discussion.

The Service Provider shall perform all duties related to preliminary design review tasks outlined in Section 2.3.3.2.

Requirement #	Requirement	Assigned CDRL
2.3.3.2-1	PDR shall represent approximately 75% completion of the total technical and operational system design of the retail network.	CDRL 3-1
2.3.3.2-2	PDR may be conducted as a series of meetings in Baltimore locations relevant to the topics being discussed. Where possible, the formal PDR meetings should be limited to confirmation of previously reviewed and approved-in-principle submittals, as well as the resolution of open items.	CDRL 3-1
2.3.3.2-3	At PDR, the Service Provider shall demonstrate programmatic adequacy of design in meeting the requirements in this SOW.	CDRL 3-1

2.3.3.3 Final Design Review

The objective of the Final Design Review (FDR) is to finalize the detailed system design that satisfies all of the requirements and capabilities in this SOW. FDR shall represent 100 percent completion of the detailed system design.

The Service Provider shall perform all duties related to final design review tasks outlined in Section 2.3.3.3.

Requirement #	Requirement	Assigned CDRL
2.3.3.3-1	Each FDR package shall be submitted within 60 days of PDR approval.	CDRL 3-1

Requirement #	Requirement	Assigned CDRL
2.3.3.3-2	Each FDR shall represent 100% completion of the detailed system design with production specifications and drawings ready for release.	CDRL 3-1
2.3.3.3-3	Data submitted for each PDR shall be updated to a level of detail consistent with a completed design and resubmitted as part of FDR.	CDRL 3-1
2.3.3.3-4	<p>At a minimum, each Phase's FDR shall include the following:</p> <ol style="list-style-type: none"> 1. Schedule compliance review and discussion of variances or delays. 2. Detailed software specifications for all back-office systems with software module descriptions in a narrative format and data flow diagrams to the lowest level of decomposition. 3. Detailed specifications for all application programming interfaces (APIs) supporting frontend and back-office operations. 4. Detailed specifications for all system transaction formats 5. Interface control documentation for all systems and subsystems. 6. A complete list of user stories shall be provided for any systems that interface with end-users, including internal and external end-users. <p>In addition to the items listed above, specific submittals shall be required as part of FDR. The FDR submittals are identified in the required Master Document Submittals Lists section.</p>	CDRL 3-1
2.3.3.3-5	If resubmittal of all or part of the FDR package is required, the Service Provider shall provide the revised documents within fourteen (14) calendar days following completion of the formal design review meetings.	CDRL 3-1

2.3.3.4 Design Review and Approvals Required Submittals

The Service Provider shall provide the following Design deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 3-1	Retail Network Design Plan	X		Delivered at PDR only

2.3.4 Retail Network Use Cases

Retail network functionality shall support the following customer use cases.

2.3.4.1 Card Sales at Attended Location (with stored value-added)

1. Customer selects Smart Card from vendor display
2. Customer presents the card to cashier for purchase
3. Cashier records Smart Card sale by scanning the barcode on the card or retail package or swiping the card's magnetic stripe
4. The cashier is prompted by the merchant's POS system to ask how much the customer wishes to add value to the Smart Card account

5. The customer replies with the denomination
6. Cashier enters desired load amount through the POS system or scans a barcode associated with pre-established dollar amount
7. Customer pays cashier for any card fee and value-loaded using cash, check, or credit/debit
8. Customer receipt is issued
9. Card sale, transit account activation, and load transactions are sent to the SI's back-office system in real-time
10. Value loaded is scheduled for settlement to the MTA

2.3.4.2 Smart Card Account Reload

1. Customer presents cashier with a Smart Card or virtual Smart Card in Mobile Application that is linked to an account to be reloaded
2. The cashier scans the card's barcode or swipes the card's magnetic stripe through the retailer's POS system
3. The cashier is prompted to enter the value the customer wishes to add
4. Cashier enters desired load amount through the POS system or scans a barcode associated with a pre-established dollar amount
5. Customer pays cashier for the value loaded using cash, check, or credit/debit
6. Customer receipt is issued
7. Reload transaction is sent to SI's back-office system in real-time
8. Value loaded is scheduled for settlement to the MTA

2.3.5 Retail Network Coverage Plan

The Service Provider shall document and submit a Retail Network Coverage Plan detailing the scope of the Service Provider's proposed retail network coverage commitment and how the network shall reach customers throughout the Agency's service network. The Retail Network Coverage Plan shall describe how the Service Provider shall meet the Agency's need for a minimum of 250 individual retailers ("Initial Retail Merchants") at the commencement of the FFS's revenue service, although the Agency is seeking a much larger number of individual retailers by full implementation.

Retail network merchants shall include, but not be limited to:

1. Chain grocery stores and pharmacies
2. Independent retail stores and pharmacies
3. Convenience stores and other retail outlets providing pre-packaged items targeted at walk-in customers
4. Retail merchants that are open for business 24/7

The Service Provider shall perform all duties related to the Retail Network Coverage Plan tasks outlined in Section 2.3.5.

Requirement #	Requirement	Assigned CDRL
2.3.5-1	The Agency reserve the right to direct the Service Provider to perform targeted retail vendor recruitment.	CDRL 5-1
2.3.5-2	The Service Provider shall obtain the Agency's approval before a new merchant is added to the retail network.	CDRL 5-1
2.3.5-3	Service Provider shall enroll at least 75% of existing Legacy CharmCard third-party retailers in their network.	CDRL 5-1
2.3.5-4	At a minimum, there shall be a retail store within one-third of a mile of 50% of all MTA stops.	CDRL 5-1

Requirement #	Requirement	Assigned CDRL
2.3.5-5	Service Provider shall establish and maintain through the life of the Contract a retail merchant network that meets or exceeds the coverage commitments established in the Retail Network Coverage Plan.	CDRL 5-1
2.3.5-6	The Service Provider shall ensure all Initial Retail Merchants are fully tested and deployed in the production environment before the start of revenue service of the FFS.	CDRL 5-1
2.3.5-7	The Service Provider shall work with the Agency to identify the geographic and service coverage targets for the Initial Retail Merchants, with written approval from the MTA's Project Manager, or a designated representative.	CDRL 5-1
2.3.5-8	Service Provider may request replacement or removal of underperforming locations with a 30-day advanced notice to the Agency. Written approval from the MTA's Project Manager, or a designated representative, is required before making the requested change.	CDRL 5-1
2.3.5-9	Agency may request replacement or removal of underperforming locations. The service provider shall find a replacement for the underperforming location within 30-days of the agency's request. Acceptance of the replacement shall be at the agency's discretion.	CDRL 5-1
2.3.5-10	Service Provider shall notify the Agency of any involuntary changes in the network of participating retail merchants (such as a store closure) within two (2) business days of becoming aware of such change. The notification shall include impacts to the Retail Network Coverage Plan and recovery plans.	CDRL 5-1
2.3.5-11	Service Provider shall provide systems and processes that ensure new locations may be easily implemented.	CDRL 5-1
2.3.5-12	The Service Provider shall maintain and distribute a list of retail stores with hours of operation and addresses that shall be used on the MTA website. Any changes to the list must be summarized and provided to the MTA every week.	CDRL 5-1
2.3.5-13	The Service Provider must provide and maintain a retail list that shall include merchant name, address, sale and load location/ load only location, modes of payment accepted, proximity to agency stops (1/3 mile, 1/4 mile, etc.,) operation hours, and latitude/longitude for each participating merchant location.	CDRL 5-1
2.3.5-14	The Service Provider must provide a retail coverage map that shall show retail locations in Title VI locations, sale and load location/ load only location, and proximity to agency stops (1/3 mile, 1/4 mile, etc.,).	CDRL 5-1

2.3.5.1 Retail Network Coverage Plan Required Submittals

The Service Provider shall provide the following Retail Network Coverage Plan deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 5-1	Retail Network Coverage Plan	X	X	Maintained throughout Contract term

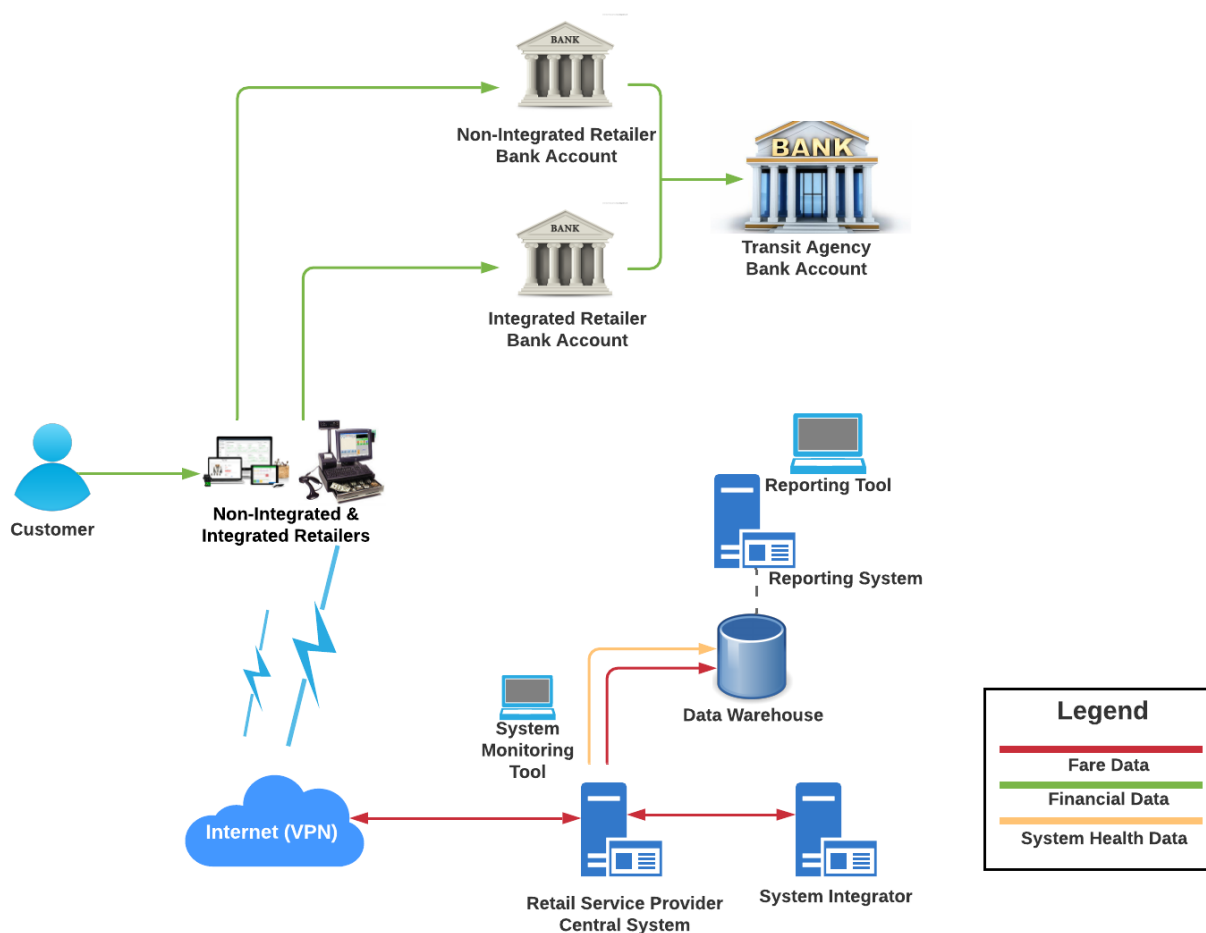
Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
				per the SOW

2.3.6 Retail Network Technical Requirements

2.3.6.1 Retail Network Technical Capabilities

2.3.6.1.1 High-Level Retail Network System Overview

The image below is a high-level system overview that shows the relationship between the FFS and the Retail network.



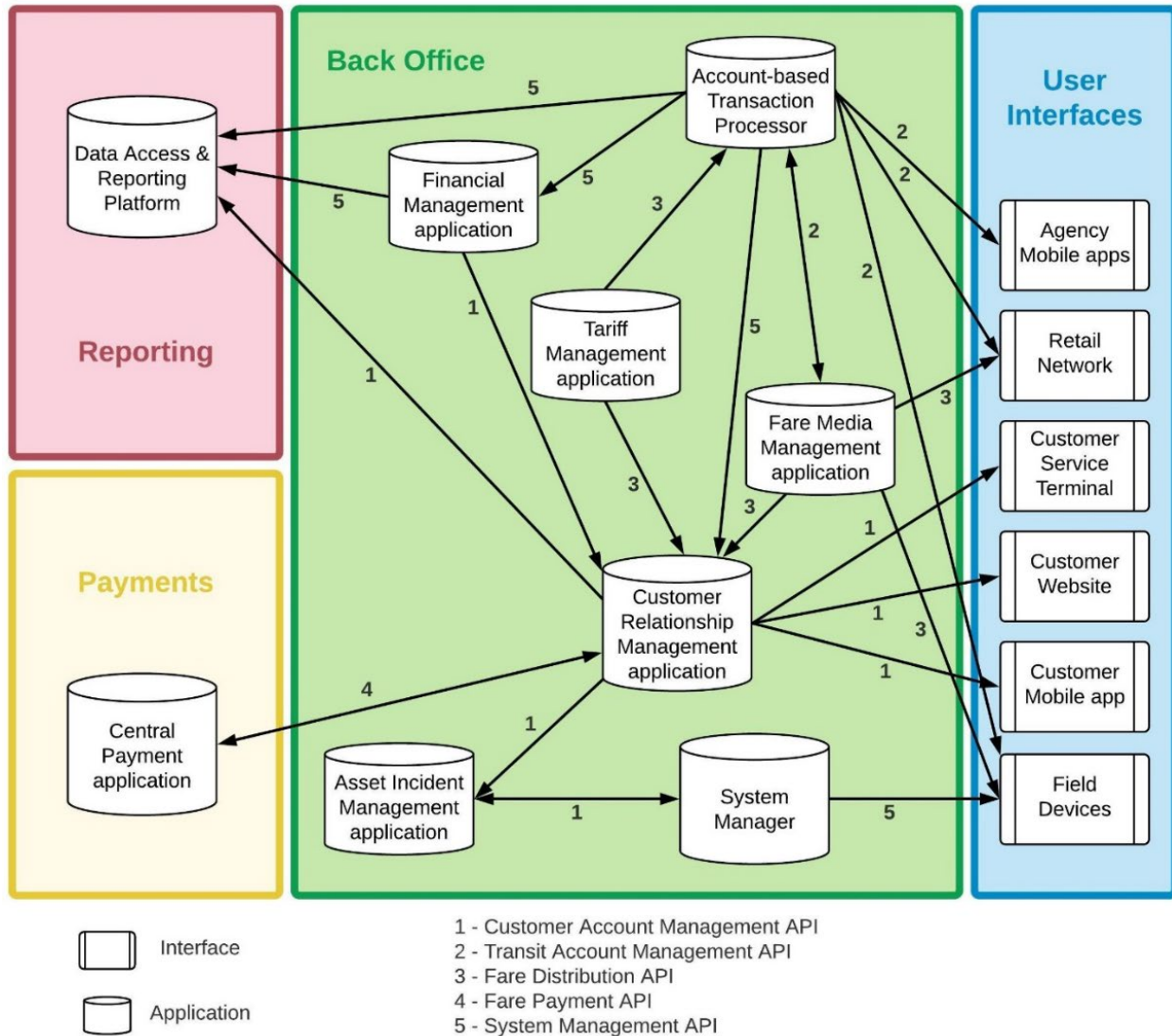
The Retail Service Provider solution shall leverage the SI provided APIs to communicate fare transactions between the FFS and the retailers. To meet the data and reporting requirements of this project for financial reconciliation and auditing, the Retail Service Provider shall also maintain a data warehouse and reporting system that the agency may access fare transaction data.

2.3.6.1.2 High-Level FFS API Overview

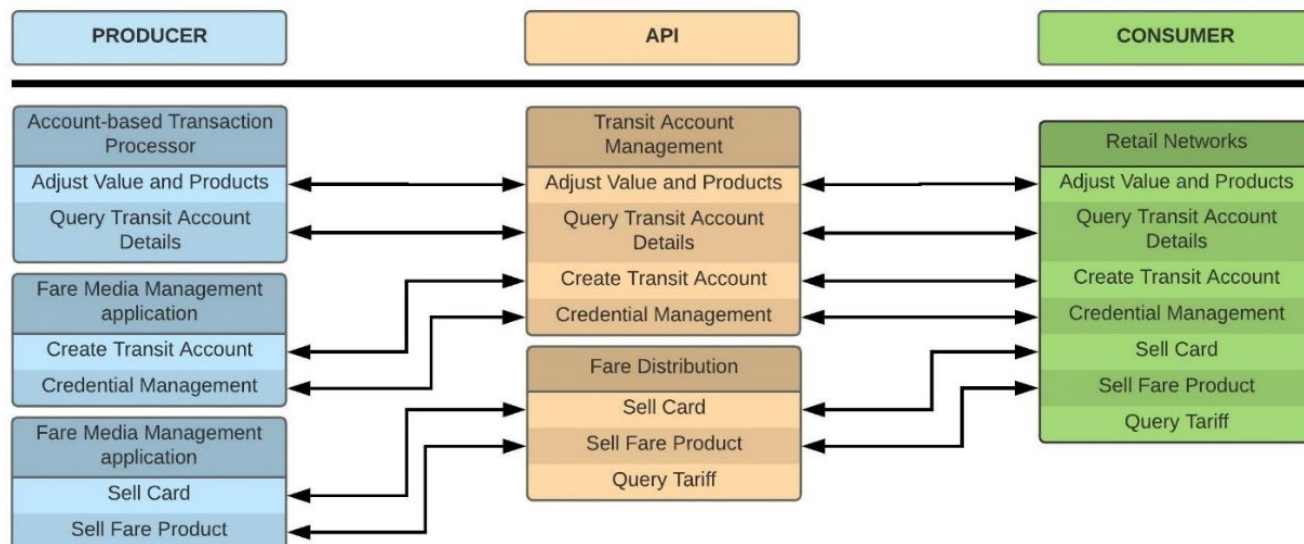
The FFS shall be an open architecture, account-based system with key system interfaces built using Application Programming Interfaces (APIs) published by the SI and fully owned or licensed by the Agency. The open architecture shall apply to all fare media, system interfaces, and transaction formats used for the management, distribution, funding, and inspection of fares. The SI shall supply the Service

Provider with specifications for all APIs needed to integrate the retail network with FFS and perform all required services. The API specifications shall include API calls, data formats, and communication and security protocols.

The diagram below provides a high-level overview of the FFS network. The Retail Network (See User Interfaces) shall use the Transit Account Management and Fare Distribution APIs to communicate with the FFS Fare Management application.



At a high level, the Fare Distribution and Transit Account Management APIs shall enable the retail network to sell and activate new fare media, load products, and/or stored value to the transit account and provide basic account information (such as the new balance on the account) in real-time.



2.3.6.1.3 Retail Network Technical Requirements

The Service Provider shall deliver and perform all general functionality/tasks as outlined in Section 2.3.6.1.3.

Requirement #	Requirement	Assigned CDRL
2.3.6.1.3-1	The retail network shall enable Future Fare System (FFS) fare media (i.e., smart card) sales.	CDRL 6-1
2.3.6.1.3-2	The sale of FFS fare media by a retail merchant shall initiate the activation of the card and automatic creation of a transit account within the FFS system.	CDRL 6-1
2.3.6.1.3-3	The Service Provider shall enable the adding of value to FFS transit accounts based on card serial number or encoded account number.	CDRL 6-1
2.3.6.1.3-4	The Agency shall be the issuer of record for all FFS fare media sold and distributed through the retail network.	CDRL 6-1
2.3.6.1.3-5	As part of the design review process, the Service Provider shall develop and submit a Retail Network Design and Interface document that provides a detailed description of the Service Provider's systems and infrastructure that shall be utilized in the execution of this SOW. The Retail Network Design and Interface document shall identify components of the Service Provider's solution that currently exist and components that are being designed and built for the Program.	CDRL 6-1
2.3.6.1.3-6	The Service Provider shall support integration with a minimum of four environments: development, test, pre-production, and production. Connectivity and appropriate use of these environments shall continue throughout the terms of the Contract.	CDRL 6-1
2.3.6.1.3-7	The Service Provider shall backup critical systems at regular intervals, as approved by the Agency.	CDRL 6-1

Requirement #	Requirement	Assigned CDRL
2.3.6.1.3-8	The Service Provider shall support, and demonstrate to the Agency, an automated software deployment mechanism to ensure that environments and deployments are consistent and correct.	CDRL 6-1
2.3.6.1.3-9	The Service Provider shall support a software audit process to ensure that deployments are consistent and correct.	CDRL 6-1
2.3.6.1.3-10	The Service Provider shall provide a secure out-of-band health check endpoint used to determine system health (typically over the internet).	CDRL 6-1
2.3.6.1.3-11	The Service Provider shall monitor the health of their API connections using API calls provided by the SI.	CDRL 6-1
2.3.6.1.3-12	The Service Provider shall collect and provide the FFS team with statistics regarding successful and unsuccessful API calls (errors) throughout the terms of the Contract in a manner and frequency as agreed to by the Agency.	CDRL 6-1
2.3.6.1.3-13	The Service Provider's system shall not have a single point of failure and shall deploy and operate redundant services and VPN connections.	CDRL 6-1
2.3.6.1.3-14	The Service Provider must obtain approval from the MTA before releasing any related software or performing any activities that may affect service.	CDRL 6-1
2.3.6.1.3-15	The Service Provider shall use current, actively maintained, and supported server operating systems.	CDRL 6-1

2.3.6.2 Service Provider Network

2.3.6.2.1 Integrated Retailers

A significant portion of the merchant locations in the Service Provider's network is expected to have POS systems that are fully integrated with the Service Provider's system supporting the sale of cards and loading of stored value. This integrated architecture shall provide for consolidated reporting, increased retailer, and customer convenience, and streamlined transactions that do not require specialized sales devices.

The Service Provider shall deliver a retail network that fully integrates with merchant POS machines as outlined in Section 2.3.6.2.1.

Requirement #	Requirement	Assigned CDRL
2.3.6.2.1-1	Retail network merchants utilizing a POS system that is integrated with the Service Provider's system shall support FFS fare media sales and the loading of stored value.	CDRL 6-1
2.3.6.2.1-2	The integrated system workflow shall be similar to that supporting the sale and loading of gift card sales and similar products, and with as few steps as possible, to reduce merchant training needs.	CDRL 6-1
2.3.6.2.1-3	The time and level of effort required by the merchant to perform a fare media sale and load on the integrated system solution shall be similar to a card sale and account load of a traditional gift card.	CDRL 6-1

Requirement #	Requirement	Assigned CDRL
2.3.6.2.1-4	Sales of fare media and stored value shall have separate line items within the same POS transaction if a customer chooses to purchase fare media and load stored value in the same transaction.	CDRL 6-1
2.3.6.2.1-5	The Service Provider's integrated network of POS terminals shall seamlessly capture and submit the FFS card number/transit account identifier via magstripe or barcode on the retail packaging and/or FFS card.	CDRL 6-1

2.3.6.2.2 Non-Integrated Retailers

Retail Service Providers shall supply a method for merchants whose POS systems are not fully integrated with the Service Provider's system to sell FFS fare media and load stored value. This shall allow a larger set of merchants to participate in FFS. The system workflow for these non-integrated retailers shall be similar in level of effort to fare media sale and stored value loads performed at integrated retailers.

The Service Provider shall deliver a retail network that supports non-integrated retailers as outlined in Section 2.3.6.2.2.

Requirement #	Requirement	Assigned CDRL
2.3.6.2.2-1	Service Provider shall supply a web-based portal/interface to support FFS sales at locations where POS integration is not possible.	CDRL 6-1
2.3.6.2.2-2	Non-integrated retail network merchants that utilize the web-interface to interact with the Service Provider's system shall support FFS fare media sales and the loading of stored value.	CDRL 6-1
2.3.6.2.2-3	The non-integrated system workflow shall be streamlined and similar to that supporting the sale and loading of gift cards, and similar products to reduce merchant training requirements.	CDRL 6-1
2.3.6.2.2-4	The process required by the merchant to perform an FFS fare media sale and/or stored value sale for both the integrated and non-integrated solutions shall have a very similar level of effort.	CDRL 6-1
2.3.6.2.2-5	Sales of fare media and stored value shall have separate line items within the same POS transaction if a customer chooses to purchase fare media and load stored value in the same transaction.	CDRL 6-1
2.3.6.2.2-6	Service Provider's web-based portal/interface shall seamlessly capture and submit the FFS Card number/transit account identifier via magstripe or barcode on the retail packaging and/or FFS card.	CDRL 6-1
2.3.6.2.2-7	Service Provider shall supply non-integrated retail merchants with information about equipment options that support the sale of both fare media and/or stored value via the web-based portal/interface.	CDRL 6-1

2.3.6.3 Fare Media

2.3.6.3.1 Physical Fare Media Specification

The Future Fare System (FFS) shall utilize modern industry standards and products for its contactless fare media (contactless smart cards that customers use to tap and pay). The media's integrated circuit chips will be a MIFARE® family branded solution and be packaged inside a durable hard plastic form factor that enables it for extended use. The technical card formats and branding may include but are not limited to solutions such as the MIFARE Ultralight C®, MIFARE Plus®, DESFire® and SmartMX® chips. The

specific format to be used for the Agency-issued fare media shall be proposed by the Service Provider and approved by the Agency during design review.

The Service Provider shall deliver and support the physical fare media specifications outlined in Section 2.3.6.3.1.

Requirement #	Requirement	Assigned CDRL
2.3.6.3.1-1	Fare media available for purchase through the retail network shall be limited to extended-use, closed-loop FFS smart cards.	CDRL 6-2
2.3.6.3.1-2	The FFS fare media shall be an ISO 14443 compliant contactless smart card that also contains a magstripe and/or barcode, as required by the Service Provider to support media sales and loading of the account value in the retail environment.	CDRL 6-2
2.3.6.3.1-3	As part of the design review, the Program needs the Service Provider to supply the Agency Royalty-Free licenses to use the specification for the format and data content of the magstripe and/or barcode to be used in the retail environment.	CDRL 6-2
2.3.6.3.1-4	The Service Provider shall work with Agency, Fare Media Supplier/card vendor, and SI to develop specifications for extended use Fare Media including all information necessary to load stored value in retail.	CDRL 6-2
2.3.6.3.1-5	The retail packaging shall contain a barcode, magstripe, and any other elements required to support the sale of a card and initial stored value load.	CDRL 6-2
2.3.6.3.1-6	The Service Provider shall work with the Agency, fare media supplier/card vendor, and System Integrator to design the retail packaging specifications, ensuring the correct data specifications for the magstripe and/or barcode are captured, as well as ensure that the packaging thickness for magstripe swiping is correct.	CDRL 6-2

2.3.6.3.2 Virtual Fare Media Specification

The FFS Program shall utilize electronic fare media that customers can purchase on their mobile devices. The virtual fare media shall include an Aztec Code that shall be used on the Agency's new fare system hardware as described below.

Requirement #	Requirement	Assigned CDRL
2.3.6.3.2-1	Retail Service Provider shall support stored value loads to an existing virtual fare media via Mobile Application presented by the customer.	CDRL 6-2

2.3.6.3.3 Media Procurement and Management

The Agency shall procure all Fare Media including packaged Fare Media sold in Retail Network. The Agency shall also supply the Service Provider with the card design for all media to be sold through the retail network.

The Service Provider shall deliver and support the media procurement and management specifications outlined in Section 2.3.6.3.3.

Requirement #	Requirement	Assigned CDRL
2.3.6.3.3-1	The Service Provider shall work with the Agency to design FFS fare media graphics, text, and packaging before the agency proceeds with the procurement of packaged fare media. Packaging and fare media graphics design shall utilize artwork and graphics provided by the Agency, formulation of text for both fare media and packaging shall incorporate input from the Agency, and both graphics and text shall be subject to the Agency's approval.	CDRL 6-3
2.3.6.3.3-2	The Service Provider shall manage FFS fare media inventory to ensure the availability of FFS media at all participating retail network locations. The Service Provider shall provide the appropriate forecasting, monitoring, and reporting to ensure no inventory shortages occur.	CDRL 6-3
2.3.6.3.3-3	The Service Provider shall work with the SI, the fare media supplier, and the Agency to ensure timely provisioning of FFS media to support the retail system implementation.	CDRL 6-3
2.3.6.3.3-4	The funds for all retail fare media orders placed with the fare media supplier by the merchant/Service Provider shall be paid for upon delivery to Service Provider's warehouse.	CDRL 6-3
2.3.6.3.3-5	The Service Provider shall be in charge of fulfilling Fare Media orders placed by retailers.	CDRL 6-3
2.3.6.3.3-6	The Agency reserves the right to acquire a sequence of Issuer Identification Numbers (IIN) that could be used as an FFS card ID.	CDRL 6-3
2.3.6.3.3-7	The Service Provider shall assist the Agency and the fare media supplier as needed concerning retail-specific fare media and package requirements.	CDRL 6-3
2.3.6.3.3-8	The Service Provider shall be responsible for retail network fare media inventory management including unsold/lost/damaged/misplaced.	CDRL 6-3
2.3.6.3.3-9	The Service Provider shall be responsible for the distribution and cost of shipment of fare media from the fare media supplier to the Service Providers warehouse and all retail merchant locations.	CDRL 6-3

2.3.6.4 Transaction Processing

The Service Provider shall deliver and support the transaction processing specifications outlined in Section 2.3.6.4.

Requirement #	Requirement	Assigned CDRL
2.3.6.4-1	The Service Provider shall utilize the SI-provided APIs to enable communication between the Service Provider's network and the FFS back office.	CDRL 6-1
2.3.6.4-2	The Service Provider's network shall include both integrated and non-integrated retailers and utilize the same API for interfacing with the FFS back-office.	CDRL 6-1

Requirement #	Requirement	Assigned CDRL
2.3.6.4-3	The retail network shall support the following transaction types: 1. FFS fare media sale 2. FFS stored value loads and reloads (new and existing accounts)	CDRL 6-1
2.3.6.4-4	Fare media sale transactions may involve the collection of card fees. The card fee amount shall be configurable and shall be established by the Agency.	CDRL 6-1
2.3.6.4-5	Fare media sales shall be accompanied by a stored value load.	CDRL 6-1
2.3.6.4-6	The retail network shall support the sale of fare media and loading of stored value in a single transaction, with a single receipt.	CDRL 6-1
2.3.6.4-7	The minimum transaction value for stored value loads shall be configurable and consistent at all stores. The minimum transaction value for stored value loads shall be established by the Agency. The Agency shall notify the Service Provider at least 60 days in advance of any change in the minimum stored value load transaction value.	CDRL 6-1
2.3.6.4-8	Stored value load transactions shall require the collection of funds for the amount of the load.	CDRL 6-1
2.3.6.4-9	The FFS system shall serve as the system of record for fare media and account status. Fare media sale and stored value load transactions shall be communicated to the FFS back-office in real-time, enabling the cardholder to use the fare media and associated funds within five (5) seconds following authorization of the transaction with the FFS back office.	CDRL 6-1
2.3.6.4-10	The retail network shall allow a merchant to reverse a transaction before full authorization of the transaction with the FFS system (e.g., loss of communication between the retail network and FFS system). Retail network transaction reversals shall result in no charge to the customer or the Agency. Approval and issuance of FFS refunds shall be the responsibility of the Agency.	CDRL 6-1
2.3.6.4-11	Every FFS transaction performed at a merchant location shall generate a customer receipt documenting the details of the transaction. The customer shall then be provided the option of receiving a printed, texted, or emailed receipt.	CDRL 6-1
2.3.6.4-12	Fare media sales and add value receipt design and data elements shall be defined in conjunction with the Agency during the design process. Receipt data elements are likely to include the following: 1. Date and time 2. Merchant name 3. Merchant location (city and state) 4. Merchant ID 5. Form of payment (cash, credit/debit card, etc.,) 6. Truncated credit card # (if applicable) 7. Payment card brand (e.g., VISA, if applicable) 8. Authorization number (if applicable) 9. Value-added 10. Transit account beginning balance	CDRL 6-1

Requirement #	Requirement	Assigned CDRL
	11. Transit account ending balance 12. Account type (Adult, other) 13. Truncated card serial number of all fare media purchased	

2.3.6.5 Financial Requirements

The Program needs the Service Provider to develop a Retail Network Financial Plan that details the processes that shall be followed to meet the following financial capabilities.

The Service Provider shall deliver and support the payment specifications outlined in Section 2.3.6.5.1.

2.3.6.5.1 Payment

The Service Provider shall perform all duties related to payment tasks outlined in Section 2.3.6.5.1.

Requirement #	Requirement	Assigned CDRL
2.3.6.5.1-1	All merchants in the Service Provider's network shall accept cash (at a minimum) as a form of payment for FFS fare media sales and stored value load transactions.	CDRL 6-4
2.3.6.5.1-2	The Program needs all credit/debit transactions to be processed utilizing the Service Provider's or retail merchant's payment gateway.	CDRL 6-4
2.3.6.5.1-3	The Program needs all fees for payment processing, including interchange and acquirer fees, to be borne by the Service Provider or retail merchants. No fees shall be assessed to the Agency or the customers for the use of cash, credit/debit cards, or checks.	CDRL 6-4

2.3.6.5.2 Funds Settlement

The Service Provider shall deliver and support the funds settlement specifications outlined in Section 2.3.6.5.2.

Requirement #	Requirement	Assigned CDRL
2.3.6.5.2-1	Service Provider shall guarantee daily payment of funds to the Agency for all completed FFS fare media sales and stored value load transactions performed via the retail network.	CDRL 6-4
2.3.6.5.2-2	Service Provider and its partners shall settle funds to the agency in either gross or net, not but not a combination of the two.	CDRL 6-4
2.3.6.5.2-3	Service Provider shall comply with all local, state, and federal regulatory licensing requirements.	CDRL 6-4
2.3.6.5.2-4	Fare media sales revenue and stored value funds collected through the retail network shall be electronically transferred to an Agency-specified bank account via wire transfer or ACH. Other forms of funds transfer are not permitted unless approved in writing by the Agency.	CDRL 6-4
2.3.6.5.2-5	The Service Provider shall settle funds to the Agency-designated bank account(s) as frequently as possible, and no later than one (1) business day.	CDRL 6-4

2.3.6.5.3 Fees

Transaction-based fees shall begin on the first day of the settling period.

The Service Provider shall deliver and support the fee specifications outlined in Section 2.3.6.5.3

Requirement #	Requirement	Assigned CDRL
2.3.6.5.3-1	Service Provider and its partner merchants shall not assess customer fees of any kind for the sale of FFS fare media or stored value, other than those described below or approved by the Agency and permitted by law.	CDRL 6-4
2.3.6.5.3-2	Service Provider compensation for FFS retail network services shall be limited to the following: <ol style="list-style-type: none"> 1. Card Fee: service fee applied to FFS card sales. This fee shall be the difference between the card cost to the Service Provider and the agreed-upon sale price for an FFS card. 2. Transit Account Stored Value Load Commission: service fee applied to the total amount of stored value loaded to customer FFS accounts. This fee shall be calculated based on the commission percentage agreed and approved by the agency. The actual fee amount shall be calculated on the actual amount loaded. 3. FFS System Integration: non-recurring price for the integration of the Service Provider's system with the FFS furnished by the SI. 4. System Design: non-recurring price for any necessary design activities associated with the design of the Service Provider's retail network solution for FFS. 	CDRL 6-4
2.3.6.5.3-3	The Agency shall notify the Service Provider at least 90 days in advance of any change to the card fee and shall work with the Service Provider to establish implementation policies and procedures.	CDRL 6-4

2.3.6.6 Data and Reporting

The Service Provider shall deliver and support the payment specifications outlined in section 2.3.6.6.

Requirement #	Requirement	Assigned CDRL
2.3.6.6-1	The transaction data shall be fully compliant with Agency policies for the handling of customer Personally Identifiable Information (PII).	CDRL 6-5
2.3.6.6-2	For sales that occur within the retail network, the Service Provider's system shall be used to support the sale of fare media and loading of stored value to capture and route transaction data to the FFS back-office system.	CDRL 6-5

Requirement #	Requirement	Assigned CDRL
2.3.6.6-3	Transaction data elements shall be defined by the Service Provider during design review. Transaction data elements shall include at a minimum: <ol style="list-style-type: none"> 1. Card/Account type 2. Unique card identifier 3. Transit account number 4. Date and time of the transaction 5. Transaction type 6. Method of Payment 7. Transaction value 8. Beginning Transit Account Balance 9. Ending Transit Account Balance 10. Merchant ID 11. Merchant Name 12. Merchant Location 13. Receipt Reference Number 	CDRL 6-5
2.3.6.6-4	Transaction data and information shall be consistent between retail locations, whether the retailer is integrated or non-integrated (using the Service Provider's web-based portal).	CDRL 6-5
2.3.6.6-5	Transaction data stored by the retail network shall be transmitted to or available for download by the Agency daily. Transaction data shall be financially auditable and provided in a format to be defined during design review.	CDRL 6-5
2.3.6.6-6	The Service Provider shall maintain, and provide the Agency with, a list of all active retail locations, including retail merchant name, date of activation, address, GIS coordinates, phone number, Sale/Load location, Form of Payment accepted, and hours of operation. This retail location data file shall be provided in a format to be defined by the Agency during design review.	CDRL 6-5
2.3.6.6-7	The retail locations data file containing the list of active retail locations shall be transmitted to, or available for download by, the Agency daily.	CDRL 6-5
2.3.6.6-8	Service Provider shall work with the Agency to develop a set of canned operational reports generated by their system, including but not limited to: <ol style="list-style-type: none"> 1. Sales reports (itemized and summary) 2. Financial settlement reports (itemized and summary) 3. Media inventory reports including sold and unsold media <ol style="list-style-type: none"> a. Lost/stolen media reports 4. Active retail locations, including store name, date of activation, address, GIS coordinates, phone number, Sale/Load location, Form of Payment accepted, and store hours. <p>Final report formats are subject to approval by the Agency.</p>	CDRL 6-5
2.3.6.6-9	A financial settlement report must include a column showing the exact settlement amount to the agency by each retail network and commission owed.	CDRL 6-5

Requirement #	Requirement	Assigned CDRL
2.3.6.6-10	Inventory reports shall include the following information by location at a minimum: 1. Card stock (Service Provider central warehouse inventory and merchant warehouse inventory) 2. Card type (e.g., Adult) 3. Card status (sold/unsold/lost/stolen) 4. Serial number ranges issued (sold/unsold/lost/stolen) 5. Cards ordered and to be fulfilled by the card manufacturer (including date order was placed and estimated time of delivery) 6. Delivery dates to retail locations	CDRL 6-5
2.3.6.6-11	Reports shall be available in PDF, comma-delimited, and Excel formats.	CDRL 6-5
2.3.6.6-12	Service Provider shall provide a web-based reporting tool for the Agency to use in accessing reports as needed.	CDRL 6-5
2.3.6.6-13	The web-based reporting tool shall enable the Agency staff to specify date ranges for the generation of the canned reports.	CDRL 6-5

2.3.6.7 Retail Network Required Deliverables

The Service Provider shall provide the following Retail Network Requirement Deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 6-1	Retail Network Design and Interface	X	X	Changes to the design must be documented and submitted to the Agency for approval.
CDRL 6-2	Retail Network Card Specifications	X	X	
CDRL 6-3	Retail Media Procurement and Management Plan including Retail Media Packaging Design Specifications	X	X	
CDRL 6-4	Retail Network Financial Plan	X	X	
CDRL 6-5	Retail Network Data and Reports Design Document	X	X	Maintained throughout Contract term per the SOW

2.3.7 Testing Requirements

The retail network requires thorough testing before rollout to ensure that it meets this scope of work. The Program needs the Service Provider to plan and document all testing activities to provide evidence of acceptable system design and delivery. The testing shall be completed in two phases:

1. Integration testing
2. System acceptance testing

Integration testing provides evidence that the retail network subsystems are performing as designed to meet the overall system requirements when integrated with the FFS. The Service Provider shall coordinate testing with the SI to ensure that the integrated system functions as designed.

System acceptance testing demonstrates that the complete and deployed system meets all of the performance requirements described in this SOW.

Retail network provisioning and testing shall be completed in coordination with the SI to support the operation of a fully functional retail network no later than the commencement of the FFS's revenue service. The test phases and individual tests for the retail network are described in the table below:

Testing Phase	Test
Integration Testing	1. Systems Integration Test (SIT)
	2. Field Integration Test (FIT)
	3. Settling Period
System Acceptance Testing	4. System Acceptance Test (SAT)
	5. Final System Acceptance

2.3.7.1 General Testing Requirements

The Service Provider shall test the fully integrated retail network system in both a lab and field environment. For integration testing the Service Provider shall work with the SI to develop the necessary test plans and scripts to accurately and completely test the fully integrated FFS system before revenue service. Integration testing of the retail network shall commence during the FFS's FIT testing and complete before the start of the FFS's Pilot.

2.3.7.2 Test Documentation

The Service Provider shall provide complete test documentation for System Integration Testing, Field Integration Testing, and System Acceptance Testing.

2.3.7.2.1 Test Plan

The Service Provider shall develop a Test Plan that includes, in addition to the mandatory capability below, a detailed schedule indicating the sequence of each test, where and when each test shall take place, and the number of Service Provider-provided staff covering each test.

The Service Provider shall submit a draft and a final version of the Test Plan to the Agency for review and approval during each design review.

The Service Provider shall deliver and support the Test Plan specifications outlined in Section 2.3.7.2.1.

Requirement #	Requirement	Assigned CDRL
2.3.7.2.1-1	The Test Plan shall detail the number and range of tests within each test phase, as well as the criteria for acceptance of each phase of testing. All performance measurement procedures and acceptance criteria, including the number and type of failures allowed in each phase of testing, shall be subject to Agency review and approval. The plan shall include all capabilities described within this SOW as well as those identified during design review.	CDRL 7-1

2.3.7.2.2 Test Procedures

The Service Provider shall work with the SI to develop detailed test procedures that together accurately and completely confirm all features and functionality of the retail network system.

Procedures shall include detailed test scripts for each test case to be performed as part of the test. Test scripts shall include test case setup instructions and preconditions, step-by-step instructions for performing the test, actual and expected results for each step. Re-testing shall be performed if desired by the Agency after corrective action has been implemented due to the result of any prior failed test.

The Service Provider shall deliver and support the test procedure specifications outlined in Section 2.3.7.2.2.

Requirement #	Requirement	Assigned CDRL
2.3.7.2.2-1	The test procedures shall identify and describe all necessary tests to verify the proper interfacing of each merchant entity's Point of Sale (POS) system with the Service Provider's system.	CDRL 7-2
2.3.7.2.2-2	The test procedures shall identify and describe all necessary tests, including coordinated, real-time testing between the Service Provider, SI, and Agency to verify proper interfacing of the Service Provider's system and the SI-provided back office.	CDRL 7-2
2.3.7.2.2-3	Test procedures shall identify and describe all necessary tests to demonstrate funds settlement and data reporting according to the capabilities contained in this SOW.	CDRL 7-2
2.3.7.2.2-4	The test procedures shall identify and describe controlled, integrated testing including API call reviews to ensure the correct data elements are being passed by the Service Provider's system.	CDRL 7-2
2.3.7.2.2-5	The test procedures shall include coordinated, real-time accounting testing between the Service Provider, SI, and Agency to verify all sales and transaction data is accurate and received by the SI-provided back office.	CDRL 7-2

2.3.7.2.3 Inspection and Test Reports

The Service Provider shall submit a report for every test completed, including all testing scripts, test results (including pass/fail), and data generated, for Agency approval. The Service Provider shall note any exceptions to a test such as test conditions, corrective actions, or re-testing. A testing phase is not complete until the associated report is approved by the Agency.

The Service Provider shall deliver and support the inspection and test report specifications outlined in Section 2.3.7.2.3.

Requirement #	Requirement	Assigned CDRL
2.3.7.2.3-1	All tests and inspections shall be documented by the Service Provider and monitored and signed off by the Agency or their representatives, as well as by the Service Provider or its representatives.	CDRL 7-3
2.3.7.2.3-2	The Service Provider shall submit a written report for each inspection and test that is performed, including copies of all data generated during the test, for agency review and approval.	CDRL 7-3
2.3.7.2.3-3	Inspection and test reports shall include the detailed test scripts from the associated procedures noting any exceptions to the stated test conditions, recording all relevant setup and configuration information (e.g., fare media serial numbers and Sales Channel), and marking each step as passed or failed.	CDRL 7-3
2.3.7.2.3-4	Inspection and test reports shall include detailed test results, including all transaction data generated, detailed failure descriptions and resolution, modifications or repairs about the components or systems being tested, and any re-test results.	CDRL 7-3
2.3.7.2.3-5	All transaction data generated during testing shall be submitted in Excel format to allow for simple storage and analysis by the agency.	CDRL 7-3
2.3.7.2.3-6	Reports shall be submitted to the agency for review and approval within 10 calendar days of the completion of any test.	CDRL 7-3
2.3.7.2.3-7	No stage of testing shall be considered complete until the associated report is approved by the agency.	CDRL 7-3

2.3.7.3 Agency Test Facility

The Agency test facility shall have the ability to connect directly to the closed-loop reload network's processing entity to fully test the processing of FFS transactions in both test and production environments. The Service Provider shall work with the SI to incorporate retail network functionality that is integrated into the Agency test facility, such as a Point-of-Sale terminal or web-based tool.

The Service Provider shall deliver and support the agency test facility specifications outlined in section 2.3.7.3.

Requirement #	Requirement	Assigned CDRL
2.3.7.3-1	The Service Provider shall specify the closed-loop reload network processor to directly connect to the Agency test facility to fully test the processing of FFS purchases performed on Service Provider provided (non-integrated solution) POS equipment and/or web application.	CDRL 7-1

2.3.7.4 Testing Phases

The testing phases shall be aligned with those of the FFS system provided by the SI. The Service Provider shall work with the Agency and the SI when scheduling and conducting tests.

2.3.7.4.1 Integration Testing

2.3.7.4.1.1 System Integration Test

During System Integration Test (SIT) the functionality and performance of all devices, back-office applications, websites, interfaces, integrations, retail networks, and all other aspects of the FFS system are tested at the Agency test facility. SIT is needed to confirm that when installed, the fully integrated system shall perform, operate, and communicate as required in a controlled laboratory environment.

Upon Agency approval, Field Integration Testing of the system components may commence.

The Service Provider shall deliver and support the system integration test specifications outlined in section 2.3.7.4.1.1.

Requirement #	Requirement	Assigned CDRL
2.3.7.4.1.1-1	Service Provider shall work with the SI to provide the necessary equipment, documentation, test scripts, and services to support the successful completion of System Integration Testing.	CDRL 7-1
2.3.7.4.1.1-2	The Service Provider shall work with the SI to complete SI-provided API certification testing on all supported retail POS networks and integrated hardware.	CDRL 7-1
2.3.7.4.1.1-3	At a minimum, Systems Integration Testing shall include: <ol style="list-style-type: none"> Three (3) days of continuous, successful testing of all system components, during which all system components shall be operational 24 hours a day; Fifty (50) transactions minimum per day per retail partner network with various stored value loads; and All alarm and boundary conditions to be successfully tested at a minimum of two (2) times each. These tests may be scripted or executed manually.	CDRL 7-1

2.3.7.4.1.2 Field Integration Test

Upon completion of SIT and initial field installation activities, the Service Provider shall participate in a Field Integration Test (FIT) in which the retail network and all other aspects of the FFS system are exercised in what shall become the production environment.

The Service Provider shall deliver and support the field integration test specifications outlined in section 2.3.7.4.1.2.

Requirement #	Requirement	Assigned CDRL
2.3.7.4.1.2-1	The Service Provider shall work with the SI throughout FIT to help resolve issues and implement fixes on the retail network identified during testing.	CDRL 7-1
2.3.7.4.1.2-2	Installation of any system components at retail merchant properties where POS systems are not fully integrated with the Service Provider's system shall commence following Agency acceptance of Systems Integration Testing and according to the schedule that is mutually agreed to by the Agency and the Service Provider.	CDRL 7-1

2.3.7.4.2 Settling Period

Following FIT and before the start of SAT a settling period shall be conducted in the production environment. The Agency may, at their sole discretion, conduct additional ad-hoc testing during the settling period. This may include engaging a controlled group of friendly users to perform transactions on the system. The settling period shall not begin until all components and subsystems are completely functional, operational, on-line, and in service, and until Agency authorization is provided. Successful completion of the settling period shall demonstrate that the retail system integrated with FFS is ready to enter the System Acceptance Testing phase.

The Service Provider shall deliver and support the settling period specifications outlined in section 2.3.7.4.2.

Requirement #	Requirement	Assigned CDRL
2.3.7.4.2-1	A settling period in the production environment shall commence upon completion of Service Provider-led Field Integration Testing.	CDRL 7-1

2.3.7.4.3 System Acceptance Testing

Systems Acceptance Testing (SAT) is the final phase of testing.

SAT shall be performed in the production environment with all components, subsystems, and third-party (including retail) networks completely functional, operational, online, and in service. During System Acceptance Testing a subset of specially chosen retailers and customers shall pilot the system. The Acceptance Testing shall commence upon successful completion of the integrated field testing. Following the completion of the SAT for the retail network, the Program needs the Service Provider to provide a test report to the Agency for review and approval.

The SAT serves to verify that the retail network system meets the system performance requirements specified before Final System Acceptance. The Program needs the Service Provider to meet regularly with the Agency during SAT.

The SAT shall be performed on the entire system, as deployed. The SAT shall measure overall system performance and the entire system shall pass the SAT as one unit.

During SAT, system components must meet or exceed all defined performance requirements. The Program needs the Service Provider to identify and implement remedial action on the retail network after an unsuccessful SAT at no cost to the Agency. The SAT duration may be extended until all performance requirements are met during an agreed-upon duration.

The Service Provider shall deliver and support the Systems Acceptance Testing (SAT) specifications outlined in section 2.3.7.4.3.

Requirement #	Requirement	Assigned CDRL
2.3.7.4.3-1	The acceptance testing period shall commence upon the successful completion of the settling period and approval by the Agency.	CDRL 7-1

2.3.7.4.3-2	Acceptance Testing shall be comprised of a 180-consecutive-day period in which the retail network meets all Key Performance Indicators and full deployment of retail network is achieved in compliance with the Service Provider-specified retail network commitment described in the Retail Network Coverage Plan.	CDRL 7-1
2.3.7.4.3-3	Commencement of revenue service shall not begin until Agency approval of the Acceptance Test plan has been achieved.	CDRL 7-1

2.3.7.4.4 Final System Acceptance

The Service Provider shall deliver and support the Final System Acceptance specifications outlined in section 2.3.7.4.4.

Requirement #	Requirement	Assigned CDRL
2.3.7.4.4-1	Final System Acceptance for the retail network shall be contingent on satisfying all of the following conditions: <ol style="list-style-type: none"> 1. SAT has been completed and approved by the Agency 2. The Initial Retail Merchants are integrated into the FFS system and fully operational and compliant with the SOW. 3. All requisite Contract deliverables have been delivered to the Agency and accepted 4. All required training has been provided and accepted by the Agency 5. A request for Final System Acceptance has been provided by the Service Provider and accepted by the Agency 	CDRL 7-1
2.3.7.4.4-2	The Service Provider shall submit a request for Final System Acceptance upon successful completion of SAT and determination that all work has been completed per this SOW and final design.	CDRL 7-1
2.3.7.4.4-3	The Service Provider shall visit each retail store in-person shortly following but within 21 calendar days of each store launch to complete “secret shopping” fare media purchases and stored value loads. As training issues arise, the Service Provider shall provide the necessary re-training and communication to retail store staff and management within three (3) days of notice of the issue.	CDRL 7-1

2.3.7.5 Testing Required Submittals

The Service Provider shall provide the following Testing deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 7-1	Retail Network Test Plan	X	X	Retail Network Test Plan
CDRL 7-2	Retail Network Test Procedures		X	Retail Network Test Procedures
CDRL 7-3	Retail Network Test Reports		X	Retail Network Test Reports

2.3.8 Training Requirements

The Service Provider shall train retail merchants on the proper procedures for performing FFS fare media sale and stored value load transactions.

The Service Provider shall perform all duties related to training tasks outlined in Section 2.3.8.

Requirement #	Requirement	Assigned CDRL
2.3.8-1	The Service Provider shall provide in-person training to retail merchants on the use of the web-based portal/interface.	CDRL 8-1
2.3.8-2	The Service Provider shall provide training to retail merchants on any FFS-specific business rules and procedures, including media sales and stored value loads.	CDRL 8-1
2.3.8-3	The Service Provider shall provide refresher training to retail merchants as needed throughout the retail services Contract.	CDRL 8-1
2.3.8-4	The Service Provider shall collaborate with the Agency staff to create and document training materials for the Agency's staff to pull sales reports, do reconciliations, and handle discrepancies or variances.	CDRL 8-1

2.3.8.1 Training Plan

The Service Provider shall develop and submit for Agency approval a Retail Network Training Plan that covers both merchant and Agency staff training. This plan shall include the identification, summary descriptions, schedule, and methods of the training to be delivered.

2.3.8.1.1 Training Materials

The Service Provider shall provide all necessary training materials for the delivery of each course discussed in the Retail Network Training Plan.

The Service Provider shall perform all duties related to training materials outlined in Section 2.3.8.1.1.

Requirement #	Requirement	Assigned CDRL
2.3.8.1.1-1	The Service Provider shall create and distribute to each retail store step-by-step training materials for fare media sale, stored value load, and POS use. The materials shall be tailored for each POS system workflow.	CDRL 8-2
2.3.8.1.1-2	All training materials shall be submitted to the Agency for review and approval twenty (20) business days before the commencement of training.	CDRL 8-2

2.3.8.2 Training Required Submittals

The Service Provider shall provide the following Training deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 8-1	Retail Network Training Plan	X	X	Maintained throughout Contract term per the SOW

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 8-2	Retail Network Training Materials			

2.3.9 Marketing

The Service Provider shall develop and submit for Agency approval a Retail Network Marketing Plan. This plan shall be updated as needed and no less than annually throughout the term of the Contract.

The Service Provider shall perform all duties related to marketing tasks outlined in Section 2.3.9.

Requirement #	Requirement	Assigned CDRL
2.3.9-1	The Service Provider shall provide the Agency with advance notification of, and obtain written approval for, any Service Provider or merchant-initiated FFS outreach, advertising, and/or marketing campaigns.	CDRL 9-1
2.3.9-2	The Service Provider shall work with the Agency to design FFS marketing, packaging, and signage materials for use at retail merchant locations. Marketing and signage materials shall utilize artwork and graphics provided by the Agency and be subject to Agency review and approval. Any changes to the marketing and signage materials must be reviewed and approved by the Agency before use.	CDRL 9-1
2.3.9-3	The Service Provider shall distribute Agency-approved marketing and signage materials to retail network merchants for placement in merchant facilities.	CDRL 9-1
2.3.9-4	The Service Provider shall ensure that signage and marketing materials are appropriately installed and prominently displayed at all retail network merchant locations.	CDRL 9-1

2.3.9.1 Marketing Required Submittals

The Service Provider shall provide the following Marketing deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 9-1	Retail Network Marketing Plan	X	X	

2.3.10 Operations & Maintenance

2.3.10.1 Operations & Maintenance Model

The Service Provider shall be responsible for most centralized functions, including vendor management, financial settlement, maintenance of retail store list, branding and user interface, incident and change management, and disaster recovery, and the information security management system.

During the operating period, the Service Provider shall monitor and report on system performance and health, and support immediate downtime issue resolution 24 hours a day, 365 days a year to ensure timely and accurate processing of transactions, oversee the operation of the retail systems, support testing and

deployment of new software releases, and maintains up-to-date system patching and configuration. The Service Provider shall be responsible for third-party retail fulfillment and distribution.

Service Provider shall maintain an operational retail network per the requirements in this SOW for the duration of the agreement. The Service Provider shall develop a Retail Network Service Plan that includes how the following capabilities shall be met and maintained through the life of the Contract.

The Service Provider shall designate a responsible and experienced individual to serve as the Account Representative for the term of the Contract. This individual shall be responsible for retail merchant management including but not limited to service quality assurance, trouble resolution, new merchant recruitment, merchant decommissioning, training, marketing materials management, and fare media inventory/distribution management.

The Service Provider shall perform all duties related to operations and maintenance tasks outlined in Section 2.3.10.1

Requirement #	Requirement	Assigned CDRL
2.3.10.1-1	The Service Provider shall update the Retail Network Service Plan as needed and no less than annually throughout the term of the Contract.	CDRL 10-1
2.3.10.1-2	Service Provider shall bear all costs of managing the retail merchants within the retail network, including equipment installations (if necessary), FFS product placement and display, employee training, testing, and merchant recruitment, replacement, and decommissioning.	CDRL 10-1
2.3.10.1-3	The Service Provider shall provide 24/7 phone and email troubleshooting support 365 days per year to retail merchants for retail system operations and funds settlement, with a dedicated phone line for retailers to call should the retail merchant require assistance.	CDRL 10-1
2.3.10.1-4	The Service Provider shall bear all costs related to and be responsible for monitoring and managing the inventory of FFS media to be used by the Retail Network.	CDRL 10-1

2.3.10.2 Operations & Maintenance Required Submittals

The Service Provider shall provide the following Operations and Maintenance deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 10-1	Retail Network Service Plan	X	X	Updated annually or more often as needed

2.3.11 Security and Compliance

Information Security for the MTA is managed and overseen by the Maryland Department of Information Technology (DoIT). The Service Provider's system and all design, support, and operation activities shall be expected to comply with the applicable technical and administrative security controls, as determined by DoIT.

The Service Provider shall perform all duties related to security and compliance tasks outlined in Section 2.3.11.

Requirement #	Requirement	Assigned CDRL
2.3.11-1	All retail network systems and interfaces shall be compliant with the agency, local, and state policies for the handling of customer Personally Identifiable Information (PII).	CDRL 11-1
2.3.11-2	The Service Provider's system shall be designed to include the appropriate elements and processes to manage, monitor, and quickly address security issues, consistent with DoIT's policies and procedures.	CDRL 11-1
2.3.11-3	One or more Virtual Private Networks (VPNs) shall be used for all communications where practicable.	CDRL 11-1
2.3.11-4	Firewalls shall be established around all FFS-specific servers.	CDRL 11-1
2.3.11-5	Any communications through firewalls shall be established from inside the firewall.	CDRL 11-1
2.3.11-6	The connection between the FFS system and the Service Provider's system(s) shall be over a routable IP network. Where required, the connections shall be secured using Transport Layer Security 1.2 (TLS 1.2) or later and or AES-256 or better. All data sent via the internet shall be TLS encrypted using the HTTPS protocol. Any IP communications must not preclude components of the Service Provider's system utilizing IPv6.	CDRL 11-1
2.3.11-7	The Service Provider shall inform the MTA immediately following any breach or compromise of keys, credentials, or data. The notification shall occur within one (1) hour of initial knowledge or suspicion of a compromise.	CDRL 11-1
2.3.11-8	The Service Provider shall support an API authentication mechanism to be defined by the SI.	CDRL 11-1
2.3.11-9	The Service Provider shall integrate with the SI or FFS credential distribution process to support regular or on-demand key/credential rotation.	CDRL 11-1
2.3.11-10	The Service Provider shall create and maintain an incident response plan as part of the overall security plan.	CDRL 11-1
2.3.11-11	Service Provider's system must provide for configurable, role-based user access so that users shall only be able to access data and functionality about their respective job functions.	CDRL 11-1
2.3.11-12	The Service Provider shall inform the MTA immediately following the termination of any employee or contractor with remote access to the FFS.	CDRL 11-1
2.3.11-13	The Service Provider systems and components, directly or indirectly integrating with the FFS system, shall follow IT security best practices including but not limited to: <ol style="list-style-type: none"> 1. Maintain up to date security policy and practice documentation 2. Implement strong user authentication and access control strategies 	CDRL 11-1

Requirement #	Requirement	Assigned CDRL
	<ol style="list-style-type: none"> 3. Perform regular system software updates and patching 4. Implement audit and logging functionality, recording historical activities and access 5. Implement strong network-level segmentation. Restrict access to the necessary communication endpoints and protocols only 6. Implement strong physical access controls, restricting access to critical personnel only 7. Ensure isolation between different internal systems and integrations with other parties such that access to fare media data and systems (including API endpoint) is responsibly protected 8. Protect sensitive information (keys, credentials, data) in transit and at rest limiting access to only the necessary people and systems <ol style="list-style-type: none"> a. Sensitive information shall never be exchanged in the clear (applies to all environments) 9. Undergo regular security vulnerability assessment and penetration testing 	
2.3.11-14	System security features shall be maintained, and security issues shall be addressed as they arise throughout the terms of the Contract. Operating system updates, software patches, bug fixes, and system enhancements to address identified security issues shall be provided.	CDRL 11-1
2.3.11-15	<p>Security-sensitive information shall be submitted separately according to a procedure to be jointly developed between the Service Provider and the FFS Program Manager. Security-sensitive information includes:</p> <ol style="list-style-type: none"> 1. Information that would allow an individual to duplicate, skim, or counterfeit fare media 2. Information that would allow an individual to overcome locking features or interlocks intended to prevent access to revenue 3. Other information that would allow an individual to divert revenue, whether electronic or cash, from the Service Provider's system, without such diversion becoming evident to the Agency through normal reporting by the Service Provider's system 	CDRL 11-1

2.3.11.1 Security and Compliance Required Submittals

The Service Provider shall provide the following Security and Compliance deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 11-1	Retail Network Security Plan	X	X	Maintained throughout Contract term per the SOW

2.3.12 System Performance Requirements

The Service Provider shall meet all the applicable performance requirements contained within individual sections of these specifications in addition to those described throughout this section. The performance requirements described in this section are Key Performance Indicators (KPIs), all of which shall be measured and reported on by the Service Provider starting at acceptance testing, and used as the primary criteria for the passing of SAT and granting of each Phase's Final Acceptance. Also, a subset of the KPIs shall be measured and reported on by the Service Provider throughout the operations and maintenance agreements. Failure to meet these requirements shall result in a credit being assessed and applied against the payments made to the Service Provider.

2.3.12.1.1 Performance Measurement Plan

The Service Provider shall develop a Performance Measurement Plan that identifies the approach to measuring and reporting on performance against KPIs and is approved by the Agency.

2.3.12.1.2 Key Performance Indicators

The Service Provider shall develop quantifiable measurements of performance to assess the proper operation of their system.

The Service Provider shall perform all duties related to key performance indicators outlined in Section 2.3.12.1.1.

Requirement #	Requirement	Assigned CDRL
2.3.12.1.1-1	<p>Network Coverage KPI: Service Provider shall maintain through the life of the Contract a network of FFS retail merchant locations that meets or exceeds the Service Provider's proposed network coverage as agreed in the Retail Network Coverage Plan.</p> <p>Network Coverage requirement: Following SAT approval if KPI is not met for three (3) consecutive months or more than five (5) months in a rolling 12-month period: Service Provider must develop and submit a plan for a cure to the Agency within 30 days and return to KPI compliance within an additional 90 days.</p> <p>If, after the additional 90 days, the Service Provider fails to return to KPI compliance, a 0.12% commission credit to the Agency shall be assessed each month a violation occurs.</p>	CDRL 12-1
2.3.12.1.1-2	<p>Funds Settlement KPI: The Service Provider shall settle funds to the Agency designated bank account(s) no later than an average of seven (7) calendar days (as measured monthly) following the retail transaction date of sale.</p> <p>Funds Settlement requirement: If KPI is not met for three (3) or more days in a rolling one (1) month period, or five (5) or more days in a two (2) month period, Service Provider must develop and</p>	CDRL 12-1

Requirement #	Requirement	Assigned CDRL
	submit a plan for a cure to the Agency within 30 days and return to KPI compliance within an additional 15 days. If, after the additional 15 days, the Service Provider fails to return to KPI compliance, a 0.12% commission credit to the Agency shall be assessed each month a violation occurs.	
2.3.12.1.1-3	Financial Accuracy KPI: Financial variances over 0.01% among fare media sales, stored value sales, and other payments made to the Agency shall be addressed and corrected within three (3) business days after month-end. Financial Accuracy requirement: Any financial variances exceeding 0.01% among fare media sales, stored value sales, and other payments made to the Agency that persist beyond that point shall be subject to a 30-day cure period. If, after the 30-day cure period, the Service Provider fails to return to KPI compliance, a 0.12% commission credit to the Agency shall be assessed each month a violation occurs.	CDRL 12-1
2.3.12.1.1-4	Information KPI: The Service Provider shall ensure each store launch or closure is updated in the data file within three (3) business days of the Service Provider receiving notification from the store or Agency. The data file should be formatted in such a way that stores that have been added or removed are easily identified. Information KPI requirement: After identification of any discrepancy in the data file, if not corrected within five (5) business days, a 0.12% commission credit to the Agency shall be assessed each month a violation occurs.	CDRL 12-1

2.3.12.1.3 Failure Review Board

The Service Provider shall document the methods of measurement that shall show progress towards the KPIs. A Failure Review Board (FRB) shall be established to determine, in the event of a dispute, which failures shall be chargeable against the performance KPIs. The FRB shall also assess the severity of failures through the duration of the Contract and acceptance testing to decide on the successful completion of the SAT and the granting of Final System Acceptance.

The Service Provider shall perform all duties related to failure review board tasks outlined in Section 2.3.12.1.2.

Requirement #	Requirement	Assigned CDRL
2.3.12.1.2-1	The FRB shall be established before the start of acceptance testing to evaluate system failures, as well as other system issues, throughout acceptance testing.	CDRL 12-1
2.3.12.1.2-2	At a minimum, the Failure Review Board (FRB) shall be comprised of the FFS Project Manager, or a designated representative, and the Service Provider's designated representative.	CDRL 12-1
2.3.12.1.2-3	The FRB shall be responsible for the approval of the acceptance test plan and shall agree to the criteria for the execution and approval of the acceptance test.	CDRL 12-1

2.3.12.1.4 Performance Reporting

The Program needs the Service Provider to collect and disseminate appropriate information about the status, progress, and success of the project to the Agency.

The Service Provider shall perform all duties related to performance reporting tasks outlined in Section 2.3.12.1.3.

Requirement #	Requirement	Assigned CDRL
2.3.12.1.3-1	The Service Provider shall be responsible for reporting on performance against all KPIs monthly.	CDRL 12-1
2.3.12.1.3-2	The Service Provider shall commence performance reporting during SAT and continue to perform this activity through the term of the Contract.	CDRL 12-1

2.3.12.1.5 Credit Assessment

The Service Provider shall be responsible for reporting on key performance indicators. Failure to meet certain performance measurements shall result in credits being granted.

The Service Provider shall perform all duties related to credit assessment tasks outlined in Section 2.3.12.1.4.

Requirement #	Requirement	Assigned CDRL
2.3.12.1.4-1	Credits shall be granted for a failure to meet any KPIs identified as having an associated credit.	CDRL 12-1
2.3.12.1.4-2	The credit multiplier shall increase by a factor of one for each month that a KPI is not met, up to 12% of the payment of the associated operation (e.g., if a KPI is not met two months in a row, the credit shall be doubled in the second month; if a KPI is not met three (3) months in a row, the credit shall be tripled in the third month).	CDRL 12-1
2.3.12.1.4-3	Successfully meeting a KPI shall end a persistent failure and reset the credit multiplier.	CDRL 12-1
2.3.12.1.4-4	The total credit applied to an operations payment shall not exceed the full amount of the payment of the operation in that month. Credits shall not be carried over from month to month.	CDRL 12-1
2.3.12.1.4-5	The Program needs the Service Provider to be responsible for reporting on credits in the performance reports and shall deduct credits directly from any invoices submitted to the Agency.	CDRL 12-1

2.3.12.2 System Performance Requirements Required Submittals

The Service Provider shall provide the following System Performance deliverables.

Submittal No.	Description	Submittal Due		
		PDR	FDR	Other
CDRL 12-1	Retail Network Performance Measurement Plan	X	X	Maintained throughout Contract term per the SOW

2.3.13 Contractor-Supplied Hardware, Software, and Materials

In addition to these clauses, full information for hardware, software and materials is clearly defined in **Section 2.3.6.**

By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State shall have the right to purchase such item(s) from another source, instead of from the selected Offeror.

- A. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- B. The State shall be permitted limited user-specific application configuration settings.
- C. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- D. All Upgrades and regulatory updates shall be provided at no additional cost.
- E. The State requires that the Offeror price individual software modules separately.
- F. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- G. The Offeror shall install and provide all documentation for the software furnished under the Contract.
- H. The Contractor shall prepare software releases and stage at the MDOT MTA for validation in the system test environment. The MDOT MTA shall provide authorization to proceed. The MDOT MTA shall have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- I. The Contractor shall provide manufacturer's/provider's standard warranty for the item(s). The Offeror shall identify the standard warranty for each component or component group in their Technical Proposal where discussion of the component or component group is discussed. Any warranty period for goods and services shall not commence until acceptance of the products or services by MDOT MTA. Notwithstanding anything to the contrary, all defective items shall be replaced at no additional cost to the State.
- J. Acceptance criteria for hardware is described in **Section 2.3.7.**

2.3.14 Required Project Policies, Guidelines and Methodologies

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

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

- A. The State of Maryland 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>;

- D. The State of Maryland Information Technology Project Oversight at:
<http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>;

The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide.

2.3.15 Product Requirements

In addition to these product requirements, all requirements identified in **Sections 2.3** are mandatory.

- A. Offerors may propose open source software; however, the Offeror shall provide operational support for the proposed software as part of its Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must 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. Offeror consistent expiration dates: A PO for a service already being delivered to the MDOT MTA under the Contract shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.
- E. 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 within the Offeror's Technical Proposal. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- F. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- G. In addition to any notices of renewal sent to the MDOT MTA, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.
- H. The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and environment when compared with competing goods or services that serve the same purpose."
- I. Offered retail network services are encouraged to be in the top 25% in energy efficiency for their product category.

2.3.16 Maintenance and Support

Maintenance and support, and Contractor's ongoing maintenance and support obligations, are defined in **Section 2.3.10**.

The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.17 Backup

The Contractor shall perform backups of the web, application, and database servers in accordance with the specifications in **Section 2.3.6.1.3**.

2.3.18 Required Master Document Submittals List

The table below is a master list of all the project documents that shall be delivered as part of this scope.

CDRL	Description	PDR	FDR	Other
CDRL 2-1	Project Management Plan including Project Schedule	X	X	Monthly beginning with NTP and continuing through Final System Acceptance
CDRL 2-2	Change Control Plan	X	X	See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-3	Project Charter			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-4	Solution Roadmap			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-5	Responsibility Assignment Matrix			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-6	Non-Functional Requirements			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-7	Functional Requirements Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-8	Agile Maturity Matrix – Team			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-9	Agile PM Tool Selected			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-10	Updated Solution Roadmap			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-11	System Design Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-12	Data Conversion Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-13	Interface Control Document			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-14	System Security Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-15	Agile Implementation Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx

CDRL	Description	PDR	FDR	Other
CDRL 2-16	System Administration Manual			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-17	Disaster Recovery Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 2-18	Disposition Plan			See https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx
CDRL 3-1	Retail Network Design Plan	X		
CDRL 5-1	Retail Network Coverage Plan	X	X	Maintained throughout Contract term per the SOW
CDRL 6-1	Retail Network Design and Interface	X	X	Changes to the design must be documented and submitted to the Agency for approval.
CDRL 6-2	Retail Network Card Specifications	X	X	
CDRL 6-3	Retail Media Procurement and Management Plan including Retail Media Packaging Design Specifications	X	X	
CDRL 6-4	Retail Network Financial Plan	X	X	
CDRL 6-5	Retail Network Data and Reports Design Document	X	X	Maintained throughout Contract term per the SOW
CDRL 7-1	Retail Network Test Plan	X	X	
CDRL 7-2	Retail Network Test Procedures		X	
CDRL 7-3	Retail Network Test Reports		X	
CDRL 8-1	Retail Network Training Plan	X	X	Maintained throughout Contract term per the SOW
CDRL 8-2	Retail Network Training Materials			
CDRL 9-1	Retail Network Marketing Plan	X	X	
CDRL 10-1	Retail Network Service Plan	X	X	Updated annually or more often as needed
CDRL 11-1	Retail Network Security Plan	X	X	Maintained throughout Contract term per the SOW

CDRL	Description	PDR	FDR	Other
CDRL 12-1	Retail Network Performance Measurement Plan	X	X	Maintained throughout Contract term per the SOW

2.4 Deliverables

Deliverables for each type of product, when they are due and how they are reported and accepted are defined in **Section 2.3**.

2.5 Optional Features or Services, Future Work

All options relate to how the system is financed, please see **Attachment B**.

2.6 Key Performance Indicators (KPIs)

Key Performance Indicators are clearly defined in **Section 2.3.12**.

2.6.1.1 KPI Service Credits

- A. System performance is an essential element of the contract. For system processes and components that do not comply with the KPI metrics specified in Section 2.3.12, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.
- B. Service credits shall be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected KPIs shall be credited to the State.
- C. In no event shall the aggregate of all KPI credits paid to the State in any calendar month exceed 25% of the Monthly Commissions.
- D. The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its Key Performance Indicators.
- E. See **Section 2.3.12** for all Key Performance Indicators and credits.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution. See also Section 2.3.2.21.

3.2 End of Contract Transition

This section does not apply to this solicitation.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and MDOT MTA Accounts Payable at e-mail address: MTAAccountspayable@mdot.maryland.gov.
- B. All invoices for services shall be verified by the Contractor 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 must 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; and
 - 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 MDOT MTA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MDOT MTA 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 Contractor brings itself into full compliance with the Contract.

- F. Any action on the part of the MDOT MTA, or dispute of action by the Contractor, 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. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the MDOT MTA.
- B. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment for deliverables shall only be made upon completion and acceptance of the deliverables:

See the Deliverable Payment Milestone Chart below.

Pricing Sheet Sections	Milestone Payments	Preliminary Design Review Approval (PDR)	Final Design Review Approval (FDR)	System Integration Test Approval	Field Integration Test Approval	Completion of Pilot	Final System Acceptance
3.01	Program and Contract Management	10%	10%	10%	20%	30%	20%
3.02	Retail System Design	40%	40%	20%			
3.02-3.03	Development & Integration with MTA AFC Backoffice			40%	40%		20%
4.01-4.03	Testing and Deployment			20%	20%	30%	30%

- C. For the purposes of the Contract an amount shall not be deemed due and payable if:
 1. The amount invoiced is inconsistent with the Contract;
 2. The proper invoice has not been received by the party or office specified in the Contract;
 3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
 4. The item or services have not been accepted;
 5. The quantity of items delivered is less than the quantity ordered;
 6. The items or services do not meet the quality requirements of the Contract;
 7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
 8. 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

9. 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.

3.3.3 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

THIS SECTION IS INAPPLICABLE TO 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 must 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 MDOT MTA 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 an 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

3.6.1 Insurance Types

[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:

- [X] Personal and Advertising Injury coverage,
- [X] Products and Completed Operations coverage,
- [X] Independent Contractors coverage,
- [X] 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 Maryland Department of Transportation, MDOT Maryland Transit Administration and The State of Maryland.

☒ Waiver of subrogation rights in favor of Maryland Department of Transportation, MDOT Maryland Transit Administration and The State of Maryland.

☐ 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.

☒ **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.

☒ Waiver of subrogation rights in favor of Maryland Department of Transportation, MDOT Maryland Transit Administration and The State of Maryland.

☒ **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. Maryland Department of Transportation, MDOT Maryland Transit Administration and The State of Maryland shall be added as an additional insured on the policy.

☒ Waiver of subrogation rights in favor of Maryland Department of Transportation, MDOT Maryland Transit Administration and The State of Maryland.

☐ 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 MDOT Maryland Transit Administration 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.

[X] **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.

[X] **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 / Contractor'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/Contractor.

Primary Coverage Clarification

All parties to this contract hereby agree that the contractor's coverage shall be primary in the event of a loss. Umbrella/ Excess Liability shall be form following, Primary and Non-Contributory, and excess above the Commercial General Liability, Auto, and Employers Liability.

Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to MTA Procurement Office. Any failure to comply with

this provision will not affect the insurance coverage provided to MDOT Maryland Transit Administration. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

- 3.6.2 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

3.7.1 Employee Identification

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

3.7.2 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing on-site services/roles prior to each 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.
- E. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7.4 Information Technology

- (a) 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 – keyword: Security Policy.
- (b) 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 – keyword: Security Policy.

3.7.5 Data Protection and Control

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.

3.7.6 Security Incident Response

- A. The Contractor shall notify the MDOT MTA in accordance with **Section 3.7.6A-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 MDOT MTA within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, MDOT MTA chief information officer and MDOT MTA chief information security officer;
 - 2) notify the MDOT MTA 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 MDOT MTA within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or MDOT MTA) 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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 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 MDOT MTA) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.7 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.

- 3.7.8 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.
- 3.7.9 Provisions in Sections 3.7.1 – 3.7.7 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.7.4-3.7.7 (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

- 3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2 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 must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract shall 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 shall 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

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factors from **Section 6.2**):

- A. Demonstrated at least five (5) years of experience in implementing comparable sized retail network projects that included functionality and technology that was the same or similar to that

required by this RFP within the past seven (7) years. The Offeror shall provide with its Technical Proposal a written description of at least three (3) applicable projects. The description should include the following for each project:

1. Name and location of the purchasing organization.
2. Information about the purchasing organization, including but not limited to types of modes supported; all agencies involved in the project; number of vehicles; ridership; etc.
3. Brief description of how the project is relevant to this Scope of Work.
4. Responsibility of your organization.
5. Total cost of the project.
6. Dates of Final Acceptance and start of maintenance of equipment.
7. Description of all equipment provided including the quantities of equipment, performance requirements, and length of time in service
8. Describe the project's use of any modular hardware components
9. High-level description of the project's backend, central systems, and reporting capabilities, including features that provide a clear and secure revenue audit trail
10. Data evidencing the performance reliability of provided equipment, as recorded by the purchaser.
11. The name address, telephone number and email address of a person knowledgeable of the firm's work on the project. The references must be current, as not being able to be reached by the evaluation committee shall result in no reference.

B. If the Offeror is proposing the use of subcontractors, the Offer shall demonstrate that the proposed firm has at least two (2) years of specialized experience and technical competence related to the portion of work they shall be responsible for. The Offeror shall provide with its Technical Proposal the following for each sub-firm on the Proposer's team:

1. Brief description of how the recent project is relevant to this Scope of Work.
2. Responsibility of the proposed subcontractors identifying only the work completed by the proposed parties.
3. At least two (2) customer references to demonstrate that similar and relevant work has been performed successfully in the past. Include the reference's (organization) name and address, and the name address and email address of a current employee who is familiar with the subcontractor's work. Combined references should cover work spanning all technical/service expertise identified in the Scope of Work.
4. Provide a primary-subcontractor organizational structure detailing the relationships and chain of command for the proposed project team. Identify which subcontractors are DBEs that are being used to meet the DBE goals of this solicitation.
5. If during the Contract Term, a subcontractor needs to be added, the request shall go to the Contract Monitor with all the same information required. The Contract Monitor shall notify the Procurement Officer of the addition/change for licensing in the State and State Tax verification. If the subcontractor is one required to meet the DBE goals, the Prime Contractor shall also contact the MDOT MTA Office of Equal Opportunity.

- C. The Offeror shall demonstrate financial stability and responsible business practices for all organizations proposed as part of this proposal (including their own organization). The Offeror shall provide the following to demonstrate corporate health:
1. Identify the business name, business address, telephone number and Chief Executive Officer for each organization on the Offeror's Team as follows:
 - a. For Sole Proprietorship and Limited Liability Companies, list the names and addresses of the owners.
 - b. For Partnerships, list names and addresses of partners.
 - c. For Corporations, list names of officers and directors and state of incorporation.
 - d. For Joint Ventures, list names and addresses of each member of the joint venture and if any member is a corporation or partnership, list the same information required for Corporations and Partnerships.
 2. How many years has each of the contractors and subcontractors that make up the proposed team been in business?
 3. Provide each firm's current retail network project portfolio.
 4. Have any organizations on the proposed team, or any officer or partner thereof, failed to complete a contract according to the original contract schedule within the past five (5) years? If so, provide details.
 5. Have any organizations in the proposed team been involved in any litigation for retail network procurements or implementations within the past five (5) years? If so, give details.
 6. Have any organizations in the proposed team been involved in any litigation in connection with government procurement within the past five (5) years? If so, provide details.
 7. Have any organizations in the proposed team had a claim made against a performance bond? If so, provide the details.

3.10.2 Personnel Experience

The following experience is expected and shall be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. The Offeror shall propose responsible and experienced individuals to serve as key project staff. Within the past five (5) years, both the proposed Project Manager and Technical Lead shall have had at least three (3) years of demonstrable and extensive experience with fare collection retail network projects of similar size and scope to the work outlined in this RFP. The Offeror shall Provide with its Technical Proposal the following proposed staff specific information:
1. Identify the name, title, organization name, and business address of the Key Personnel proposed for the Project, including but not limited to proposed individuals with the following responsibilities:
 - a. Project Manager
 - b. Technical Lead
 - c. Sales Representative
 2. For each of the Key Positions above, provide a bio, which should include the following information:
 - a. A detailed description of the relevant qualifications and experience of each of the individuals identified above.
 - b. Information about the Key Personnel's current projects or to which the Key Personnel is currently committed, including:
 - i. Name and address of customer;
 - ii. Contract price;
 - iii. Kind of product and/or service being provided;

- iv. Location of work; and
 - v. Percent complete and expected completion date.
- c. Identify the commitment (percentage of time dedicated) to this Project of Key Personnel through the different phases of the Project; and
- d. Two (2) current references from the most current projects.

3.11 Substitution of Personnel

3.11.1 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.

3.11.2 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.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- 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.

3.11.4 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, MDOT MTA policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.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 **3.11.4.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 Contractor shall, in accordance with paragraph **3.11.4.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 **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** 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 3.11.3.B**.
 - 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 3.11.3** 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 shall 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 3.11.3**.
 - 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.

3.11.5 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 must 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.

3.12 Disadvantaged Business Enterprise (DBE) Reports

This procurement does not contain a DBE goal.

3.13 Veteran Small Business Enterprise (VSBE) Reports

This solicitation does not contain a VSBE goal.

3.14 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.15 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

3.15.1 Custom Software

- A. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under the Contract.
- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

3.15.2 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**) and in **Section 3.15.3** below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.15.3 Purchasing and Recycling Electronic Products

- A. State Finance and Procurement Article, Md. Code. Ann, §14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the DoIT. This information is located on the DGS web site:
<http://www.dgs.maryland.gov/Pages/GreenOperations/GreenPurchasing/Guidelines/electronics.aspx>
- B. Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: [Pages - Resources for Vendors \(maryland.gov\)](#)

- C. Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy [20-07 IT Security Policy \(maryland.gov\)](#). Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.
- D. The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract.

3.15.4 Change Control and Advanced Notice

- A. Unless otherwise specified in an applicable Key Performance Item, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.15.5 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.15.6 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A virtual pre-Proposal conference (Conference) will be held on Microsoft Teams 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 DBE 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 DBE Goal.
- 4.1.4 DBE 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 Those wishing to attend the web conference may request a meeting invitation by emailing Heather Martin at hmartin@mdot.maryland.gov no later than 12:00 PM on Monday, March 28, 2022. 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.

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 Contractor must 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 correspondence should be emailed to hmartin@mdot.maryland.gov. DO NOT submit any correspondence through eMMA.
- 4.3.2 All questions shall identify in the subject line the Solicitation Number and Title (AGY-21-051-IT Fare Collection Retail Network), 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.
- 4.3.3 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.
- 4.3.4 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MDOT MTA 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, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors should allow enough time to upload to eMMA all the document required in the Technical Proposal. Except as provided in COMAR 21.05.03.02F 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 due date and time of the Technical Proposal is determined by the date and time of arrival in eMMA. Once the due date and time pass, eMMA will not longer accept any submittals.
- 4.5.5 Proposals may be modified or withdrawn by written by the Offeror on eMMA 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 email 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 Contractors” 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 shall 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 Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This 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 to submit via eMMA redacted Technical Proposals and Financial Proposals that redact all information considered confidential.
- 4.8.3 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

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

4.10 Oral Presentations

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations. The Technical Proposal should be complete in every way as there may not be an opportunity for 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 MDOT MTA 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 shall 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 must 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 DBE 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 "DBE 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 shall 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 shall guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section shall 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 shall 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 MDOT MTA reserves the right to accept or reject any exceptions.

4.18 Proposal Affidavit

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

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 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 Offeror'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 Contractor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Contractor_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.gomdsmbiz.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 MDOT MTA 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. Use email, not eMMA to communicate with the Procurement Officer.
- 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 or e-mail to issue:

- 1. The RFP;

2. Any amendments and requests for best and final offers;
 3. Pre-Proposal conference documents;
 4. Questions may only be submitted by email to the Procurement Officer 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 and;
 3. 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. Submission of documents determined by the MDOT MTA to require original signatures (e.g., Contract execution, Contract modifications); or
 - B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6 Any e-mail transmission is only authorized to the 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 DBE Participation Goal

There is no DBE participation goal established for this procurement.

4.27 VSBE Goal

There is no VSBE 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 shall 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 must 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.
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 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. In this circumstance, the Contract shall be determined to be a Tier 1 Contract.
 2. The Contract shall 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 Offeror must identify in its Proposal the location(s) from which services shall be provided, including the location(s) from which 50% or more of the Contract services shall 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 Offeror shall identify in the Proposal the location from which services shall be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price shall not change because of a Living Wage change.

4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to the Contract due to federal funding (see Attachment G).

- 4.29.2 The Contract contains federal funds. The source of these federal funds is: FTA Formula Section 5207 funds. The CFDA number is: 20.507. The conditions that apply to all federal funds awarded by the MDOT MTA are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Submittal of Attachment G-1 is acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror 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 for 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.

4.31.2 Non-Disclosure Agreement (Contractor)

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

4.32 HIPAA - Business Associate Agreement

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

4.33 Nonvisual Access

- 4.33.1 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

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of **Attachment K** with its Proposal.

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

The DHS Hiring Agreement does not apply to this solicitation.

4.37 Small Business Reserve (SBR) Procurement

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

4.38 Bonds

4.38.1 Performance Bond

- A. The successful Offeror shall deliver a Performance Bond, or other suitable security, to the State after notification of recommended award.
- B. The successful Offeror must submit a Performance Bond, or other suitable security in the amount of **100% of 3 months of the Contractor's estimated annual retail network sales as a result of this contract**, guaranteeing that the Contractor shall well and truly perform the Contract.
- C. The Performance Bond shall be in the form provided in **Exhibit 2** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07.
- D. The Performance Bond shall be maintained throughout the term of the Contract. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.
- E. The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
- F. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

4.38.2 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

4.39 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:

- a. Volume I –Technical Proposal
- b. Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile and e-mail shall not be considered. Technical Proposals and all required documentation must be uploaded by the due date and time on the Key Information Sheet into 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 Offerors may submit Proposals through the State’s internet based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “**5 – eMMA QRG Responding to Solicitations (RFP)**” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. 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, and
 3. A second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**).
 - B. Financial Proposal consisting of:
 1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Excel format,
 2. Financial Proposal in searchable Adobe PDF format; and
 3. A second second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information redacted (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). DBE forms do not contain the entire financial information. Forms A and B shall be submitted with the Technical Proposal in **Tab M**.

- 5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall

reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response. . .”; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

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

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

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

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

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal.

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 must 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.**

The last section of the Executive Summary shall list all projects that your firm has working at the present, how many you have been contracted to begin and if any of these contracts will end during the anticipated term of this contract.

E. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under **Tab D**)

- 1) The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order and shall contain a cross referenceto the requirement.
- 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 4) Implementation Schedule - Offeror shall provide the proposed implementation schedulewith its Proposal.
- 5) The Offeror shall identify the location(s) from which it proposes to provide services,including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- 6) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at aminimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.
- 7) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DRstrategy.
- 8) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the Required Submittals tables in **Section 2.3**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 9) The Offeror shall include Performance Measurement Plan as identified in **Section 2.3.12**, including KPI metrics offered and a description how the metrics are measured,any KPI credits should the KPI metrics not be met, and how the State can verify the KPI. The Offeror shall describe how KPI performance is reported to the State.
- 10) Description of technical risk of migrating from the existing system.

11) Product Requirements

- a) Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
- b) Details for each offering: The Offeror shall provide the following information for each offering:
 - i) Offering Name;
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - iii) Manufacturer;
 - iv) Short description of capability;
 - v) Version (and whether version updates are limited in any way);
 - vi) License type (e.g., user, CPU, node, transaction volume);
 - vii) Subscription term (e.g., annual);
 - viii) License restrictions, if any;
 - ix) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
 - x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
 - xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
 - xii) Any processing or storage of data outside of the continental U.S;
 - xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement);
 - xiv) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
 - xv) APIs offered, and what type of content can be accessed and consumed;
 - xvi) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades; and
 - xvii) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).

- 12) The State prefers the Offeror's Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work shall be performed. Proposals that 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.

- 13) Proposals shall present an approach and plan for the full scope of all Program elements, including current and proposed retail network deployment, proposed additional outreach efforts, system integration, implementation schedule, and proposed post-implementation service plan.

F. Experience and Qualifications of Proposed Staff (Submit under **Tab E**)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly three (3) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MDOT MTA. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes and letters of intended commitment for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 4) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

G. Offeror Qualifications and Capabilities (Submit under **TAB F**)

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.

H. References (Submit under **TAB G**)

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 seven (7) 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 MDOT MTA reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

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

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.

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

The Offeror shall demonstrate financial stability and responsible business practices for all organizations proposed as part of this proposal (including their own organization). The Offeror shall provide the following to demonstrate corporate health:

- 1) Identify the business name, business address, telephone number and Chief Executive Officer for each organization on the Offeror's Team as follows:
 - a. For Sole Proprietorship and Limited Liability Companies, list the names and addresses of the owners.
 - b. For Partnerships, list names and addresses of partners.
 - c. For Corporations, list names of officers and directors and state of incorporation.

- d. For Joint Ventures, list names and addresses of each member of the joint venture and if any member is a corporation or partnership, list the same information required for Corporations and Partnerships.
 - 2) How many years has each of the organizations that make up the proposed team been in business?
 - 3) Provide the last full fiscal year independent auditor's or accountant's financial statement.
 - 4) Provide each firm's current fare box project portfolio.
 - 5) Have any organizations on the proposed team, or any officer or partner thereof, failed to complete a contract according to the original contract schedule within the past five (5) years? If so, provide details.
 - 6) Have any organizations in the proposed team been involved in any litigation for fare box procurements or implementations within the past five (5) years? If so, give details.
 - 7) Have any organizations in the proposed team been involved in any litigation in connection with government procurement within the past five (5) years? If so, provide details.
 - 8) Have any organizations in the proposed team had a claim made against a performance bond? If so, provide the details.
- K. Certificate of Insurance (Submit under **TAB J**)
- 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.
- L. Subcontractors (Submit under **TAB K**)
- 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 DBE 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 DBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.
- M. Legal Action Summary (Submit under **TAB L**)
- 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.

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

- 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 M.
- 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 must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 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 must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

O. Technical Proposal—Appendix 4, COMPLIANCE MATRIX (Submit under **TAB N**)

Appendix 4, COMPLIANCE MATRIX is a form to be completed and submitted by each Offeror that will aid in ensuring that all requirements of the SOW have been addressed in the Technical Proposal. Each Line Item references the section of the SOW that is addressed on the form. The Offeror is to check the column that applies to its Technical Proposal. If the item is "Not Compliant" comments in the last column should address why or refer to the section of the Technical Proposal that explains the differences in what is required and what is being proposed.

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 MDOT MTA.

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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 MDOT MTA 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 Proposal are listed below in descending order of weight, with items at the top of the list having the highest weighted value and criterion at the bottom having the lowest. Unless stated otherwise, any sub-criteria within each criterion will have equal weight.

- D. Offeror's Technical Response to Requirements and Work Plan. Please note sub-criteria for this item will not have equal weighting. Sub-criteria are listed below in descending order of importance:
 - A. The Offeror's overall approach to meeting the requirements of this RFP including, but not limited to the detailed description of the cradle-to-grave flow for CharmCard transactions, integration with the Vendor owned back-office, plans for customer privacy, the incorporation of non-integrated merchants, and data and network security, will be evaluated and cross-referenced against the Technical Requirements Compliance Matrix for suitability and completeness (See RFP § 5.3.2.E.1 and 5.3.2.E.3)
 - B. The Offeror's current retail network – networks will be evaluated on the number of current merchant locations in the service area that are within one-third (1/3) of a mile of an MTA stop, with greater weight given to the number of locations located within one-third (1/3) of a mile of a stop designated as a Title VI location by the MTA.
 - C. The Offeror's proposed retail network deployment that is in addition to MTA's current locations – proposed network deployments will be evaluated on the number of proposed merchant locations in the service area that are within one-third (1/3) of a mile of an MTA stop. Increased weight will be given to the number of locations proposed within one-third (1/3) of a mile of an MTA stop designated as a Title VI location by the MTA. .
 - D. The Offeror's proposed retail network service plan, including but not limited to: the Offeror's approach to maintenance, outreach, recruitment, reporting, inventory management and training.
 - E. Implementation schedule and adherence to phased approach (See RFP § 5.3.2.E.4)
 - F. The Offeror's proposed approach to financial administration.

6.2.2 Offeror Qualifications, Capabilities, and References, including those of proposed prime and subcontractors and key personnel. Please note that sub-criteria listed below will have equal weight.

- A. The Offeror has completed projects of similar size and complexity to this RFP for a public transportation agency.
- B. The proposed retail network solution has successfully operated in a public transit environment.

- C. References from previous and existing customers
- D. Relevant qualifications of proposed staff

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the highest (most advantageous) to the lowest (least advantageous) revenue to the State 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 shall 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. There is no assurance that oral presentations will be held. Offerors should make their Technical Proposals as complete and clear as possible. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or

changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

6.5.2 Award Determination

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

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

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

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	Sealed and delivered separately the same date and time of the Technical Proposal	B	Financial Proposal Instructions and Form
Y	With Financial Proposal	C	Bid/Proposal Affidavit
N	With Technical Proposal	D	DBE/MBE Forms A and B. If a full or partial waiver is requested, Form E, Part 2
N	10 Business Days after recommended award	D	DBE/MBE Forms C and D. If a waiver has been requested, Form E.
N	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)
N	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Technical Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at

Applies?	When to Submit	Label	Attachment Name
			http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Technical Proposal	G	Federal Funds Attachments
Y	With Technical Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	With Technical Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPABusinessAssociateAgreement.pdf)
Y	With Technical Proposal	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
Y	With Technical Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name

Y	N/A	1	Abbreviations and Definitions (included in this RFP)
Y	With Technical Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	5 Business Days after recommended award	3	Performance Bond (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx)
Y	With Proposal	4	Compliance Matrix
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number AGY-21-051-IT FARE COLLECTION RETAIL NETWORK

A Pre-Proposal conference will be held Virtually on Microsoft Teams at **10:00AM on Wednesday, March 30, 2022.**

Please return this form by **12:00 PM on Monday, March 28, 2022** 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 Office of Procurement
E-mail: hmartin@MDOT.Maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees: _____ Email Addresses: _____
1.
2.
3.
_____ No, we will not be in attendance.

Offeror: _____

Offeror Name (please print or type)

By: _____

Signature/Seal

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

Date

Directions to the Pre-Proposal Conference:

You must email Hmartin@mdot.maryland.gov by 12:00 PM on March 28, 2022 to receive the link to the Microsoft Teams Virtual Pre-Proposal Conference.

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State shall 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 done on the worksheets automatically.
- D) Any goods or services required through this RFP and proposed by the Contractor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) 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.
- F) 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.
- G) 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 MDOT MTA does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- H) Within Tab "2-Card Fee - Retail" the unit price entered should be the fees associated with the card sale irrespective of the card's retail price.
- I) Within Tabs "1-Commission on Account Loads" and "2-Card Fee – Retail" the estimated monthly sales value entered should represent the amount of monthly sales (in dollars) the bidder estimates would be generated by the proposed retail network.
- J) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

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

See separate Excel Financial Proposal Form labeled, “Attachment B – *Fare Collection Retail Network Pricing Sheet*”.

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

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I HERBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided

by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)--(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) § 7201, Attempt to Evade or Defeat Tax;
 - (b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) § 7206, Fraud and False Statements, or
 - (e) § 7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to

claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment D. Disabled Business Enterprise (DBE) Forms

This solicitation does not include a Disadvantaged Business Enterprise (DBE) subcontractor participation goal.

Attachment E. Veteran Owned Small Business Enterprise (VSBE) Forms

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 even if you fit the criteria for being exempt.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

- (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This Contract uses Federal funds. The conditions that apply to all Federal funds awarded by the MTA are as follows:

1. No Federal Government Obligations to Third Parties

The MTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the MTA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

2. False Statements or Claims, Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

3. Access to Third Party Contract Records

For State contracts:

In accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the MTA, the FTA Administrator or his authorized representatives, including any Project Management Oversight (PMO) Contractor, access to the Contractor's records and construction sites pertaining to a major capital project which is receiving federal financial assistance through the programs described at

49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

For contracts for capital projects or improvements through other than competitive bidding:

The Contractor shall make available records related to the contract to the MTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

Requirements for all contracts:

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the MTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Changes to Federal Requirements

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any MTA requests that would cause the MTA to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the MTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

5. Termination for Convenience

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. 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).

6. Termination for Default

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the

Contractor is not entitled to recover any costs incurred by the Contractor 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 21.07.01.11B.

7. Civil Rights Requirements

i. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying Contract:

(a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

(b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

(c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

8. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTA requests which would cause the MTA to be in violation of the FTA terms and conditions.

9. Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MTA. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the MTA, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this Bid or Proposal is valid and throughout the period of any Contract that may arise from this Bid or Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Resolution of Disputes, Breaches and Other Litigation

The FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party Contracts:

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the MTA's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the MTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the MTA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the MTA and understands and agrees that the MTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

12. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the MTA and understands and agrees that the MTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

13. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. Conformance with ITS National Architecture

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

16. ADA Access

The Contractor and any of its Subcontractors under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- A. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- J. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
- K. Any implementing requirements FTA may issue.

17. Veterans Employment Preference (all capital funded)

The contractor to give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally

qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

18. Notification of Federal Participation for States

Notice is hereby given that this solicitation is funded in part by the Federal government. The following information is provided:

- (1) Federal Transit Administration (FTA) is or will be the Federal agency providing the Federal funds for the Fare Collection Retail Network.
- (2) The Catalogue of Federal Domestic Assistance (CFDA) Number of the Program from which Federal funding is or will be authorized is 20.507.
- (3) The amount of Federal funds FTA has provided for the total Program is \$1,874,257,940.

19. Buy America

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A bidder or offeror must submit to the MTA the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

ATTACHMENT G -1: BUY AMERICA

(submit with Technical Proposal)

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

As a condition of responsiveness, the bidder or offeror must submit with his bid a completed Certificate of Compliance OR a Certificate of Non-Compliance.

STEEL, IRON OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323 (j)(l)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 C.F.R. Part 661.5.

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

-OR-

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323 (j)(l)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(l) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.4

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

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>.

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Sample Contract

FARE COLLECTION RETAIL NETWORK

AGY-21-051-IT

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 (“MDOT MTA” or the “Department”).

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

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage Contractor 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 FARE COLLECTION RETAIL NETWORK, Solicitation # AGY-21-051-IT 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 must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date" and shall continue until _____ ("Initial Term.")).
- 3.2 The Contractor's performance under this Contract shall commence as the date provided in the NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Each invoice for services rendered must include the Contractor's Federal Tax Identification which is <<FEIN#>>. Unless properly modified (see above Section 2), payment to the Contractor 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 Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP Section 3.3. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual. Charges for late payment of invoices other than those prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contractor Monitor. 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 the Contractor an exception.
- (a) The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
 - (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
 - (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
 - (b) 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.
 - (c) Final payment under this Contract shall not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
 - (d) Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 5. Rights to Records**
- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights,

title, and interest (including all intellectual property rights) to all such products created under this Contract, and shall cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

7. Patents, Copyrights, and Intellectual Property

- 7.1 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, shall belong solely and exclusively to Contractor and its licensors, and the Department shall 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 shall belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such

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

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems 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 Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor 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 Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with 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 Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2 The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the

Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3 Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request.

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

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

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in

subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee 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 shall not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

- (1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof; (b) If the Contractor fails to provide any required annual and renewable bond 30 days prior to the expiration of the current bond then in effect; or (c) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.
- (2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- (3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was

obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

- (4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."
- (5) If this contract is terminated as provided in paragraph (1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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 shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

- 19.2 Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period 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 Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$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 Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a

contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

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

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's 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 shall 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, Contractors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, Contractors, 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.

30.2 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, Contractors, 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.

- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the DBE program.

- 31.5 To ensure compliance with certified DBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified DBEs listed in the DBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified DBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified DBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified DBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the DBE for work performed as set forth in the DBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with DBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, DBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to

any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 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 DBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

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

If to the State:

<<contractMonitorName>>

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contract Manager-mail>>

With a copy to:

Heather Martin
MDOT MTA Office of Procurement
6 St. Paul Street, 7th Floor

Baltimore, MD 241202
Phone Number: 410-767-3835
E-Mail: hmartin@mdot.maryland.gov

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

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

Parent Company Guarantor

Contact: _____

Attn: _____

39. Compliance with Federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

40. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

41. Maryland's Green Purchasing Reporting Requirements

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

<<42.>> 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 Contractor's Parent Company to guarantee performance of the Contractor. 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

Department of Transportation (MDOT MTA)

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 #)

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

Attachment O. DHS Hiring Agreement
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This solicitation does not require a DHS Hiring Agreement.

Appendix 1. – Abbreviations and Definitions

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

1. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
2. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
3. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
4. ADA – Americans with Disabilities Act
5. AES – Advanced Encryption Standard
6. AFC – Automated Fare Collection
7. ATC – Advanced Transportation Controller
8. 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).
9. CDR – Conceptual Design Review
10. CDRL – Contract Data Requirements List
11. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
12. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract shall be in the form of **Attachment M**.
13. 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 MDOT MTA may change the Contract Monitor at any time by written notice to the Contractor.
14. Contractor – The selected Offeror that is awarded a Contract by the State.
15. 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.
16. COTS – Commercial-off-the-Shelf equipment
17. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
18. Department of Transportation or (MDOT MTA or the “MDOT MTA” or Department).
19. DESFire – Data Encryption Standard Fast, Innovative, Reliable and Secure – An family of integrated circuit chips manufactured by NXP
20. DoIT – Department of Information Technology

21. eMMA – eMaryland Marketplace Advantage (see RFP Section 4.2).
22. ECR – Engineering Change Requests
23. EFT – Electronic Funds Transfer
24. EU – Extended Use
25. 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.
26. FDR – Final Design Review
27. FFS – Future Fare System
28. FIT – Field Integration Test
29. FRB – Failure Review Board
30. FTA – Federal Transit Administration
31. GIS – Geographic Information System
32. HTTPS – Hypertext Transfer Protocol Secure
33. ICD – Interface Control Documentation
34. IIN – Issuer Identification Number
35. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
36. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
37. ITS – National Intelligent Transportation Systems
38. IVR – Interactive Voice Response system
39. IP – Internet Protocol
40. ISO – International Standards Organization
41. Key Performance Indicator (KPI)-- Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
42. 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.
43. 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.
44. LU – Limited Use
45. MARC- Maryland Area Regional Commuter
46. MIFARE® – An NXP-owned series of integrated circuit chips used in contactless smart cards
47. MIFARE Plus® – A family of NXP-owned integrated circuit chips
48. MIFARE Ultralight® C – An NXP-owned integrated circuit chip that supports disposable contactless tickets
49. MIL – Master Issues List

50. Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE)– 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. Note that DBE’s are certified nationally.
51. MITDP – Major Information Technology Development Projects
52. MSBDFA – Maryland Small Business Development Financing Authority
53. 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 – keyword: State Holidays.
54. 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.
55. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
56. Offeror – An entity that submits a Proposal in response to this RFP.
57. PCI-DSS – Payment Card Industry – Data Security Standard
58. PDR – Preliminary Design Review
59. 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.
60. PM – Project Manager
61. PMP – Project Management Plan
62. POS – Point of Sale system
63. 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 MDOT MTA may change the Procurement Officer at any time by written notice to the Contractor.
64. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
65. 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.
66. QA – Quality Assurance
67. QC – Quality Control

68. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Transportation (MDOT MTA), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
69. SAT – System Acceptance Test
70. SDLC – System Development Life Cycle
71. 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.
72. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
73. 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.
74. SI – System Integrator
75. SIT – System Integration Test
76. SmartMX® – A family of NXP-owned high-security microcontroller integrated circuit chips
77. 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.
78. 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 shall be used throughout this document.
79. 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.
80. SOW – Scope of Work
81. State – The State of Maryland.
82. 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.
83. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

84. 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:
- a) 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;
 - b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
 - c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
 - d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;
 - e) 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);
 - f) 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
 - g) Operating procedures.
85. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
86. Third Party Software – Software and supporting documentation that:
- a) are owned by a third party, not by the State, the Contractor, or a subcontractor;
 - b) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - c) are specifically identified and listed as Third- Party Software in the Proposal.
87. TLS – Transport Layer Security
88. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
89. UI – User Interface
90. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
91. VPN – Virtual Private Network

Appendix 2. – Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

SUBMIT APPENDIX 2 WITH TECHNICAL PROPOSAL IN TAB A

Appendix 3. – Performance Bond

PERFORMANCE BOND	
Principal	Business Address of Principal
Surety	Obligee
A corporation of the State of _____ and authorized to do business in the State of Maryland	STATE OF MARYLAND
	By and through the following Administration
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20__
	Date Bond Executed _____, 20__
Description of Contract: Fare Collection Retail Network	
Contract Number: AGY-21-051-IT	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract

work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Individual Principal

In Presence of:
Witness

(Name)

_____ as to

(SEAL)

Co-Partnership Principal

In Presence of:
Witness

(Name of Co-Partnership)

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation) AFFIX
CORPORATE
SEAL

Corporate Secretary

By:
President

Attest:

Signature

(Individual or Corporate Surety)

Bonding Agent's Name:

By:

SEAL

Agent's Address:

Title:

(Business Address of Surety)

Approved as to form and legal
sufficiency this ____ day of ____
20____

Assistant Attorney General

Appendix 4. – Compliance Matrix

The Compliance Matrix is provided as a separate document.