

LOCAL SMALL BUSINESS RESERVE PROGRAM
INFORMAL SOLICITATION # 1155174
For
Tier 1 Residential Internet Telephone Support
Department of Technology and Enterprise Business Solutions

Informal Solicitation issued date: April 19, 2023

Informal Solicitation submission due date: May 10, 2023, 3:00 p.m. (Eastern Time)

Submission Requirement: In order to be considered for an award, Offerors must complete and sign the Quotation Sheet (Attachment B), Acknowledgement Sheet (page 4), and submit their written proposal via e-mail to: Donna Potisk, Program Manager II to donna.potisk@montgomerycountymd.gov by no later than May 10, 2023 at 3:00 p.m. (Eastern Time).

Questions regarding this Solicitation should be directed to: Donna Potisk, Program Manager II, TEBS by telephone to: 240-777-2914 or by e-mail to: donna.potisk@montgomerycountymd.gov

Questions regarding the Wage Requirements Law may be directed to: Kerri Albright, Program Manager in the Office of Procurement by telephone to: 240-777-9920 or via e-mail to: wrl@montgomerycountymd.gov

Questions regarding the Minority-Female-Disabled Performance Plan requirements may be directed to Alvin Boss, Program Manager in the Office of Procurement by telephone to: 240-777-9912 or via e-mail to: mfd@montgomerycountymd.gov

The Montgomery County Department of Technology and Enterprise Business Solutions (TEBS) is soliciting proposals for the above-referenced Informal Solicitation. Proposals must be returned no later than the date and time listed above.

This Solicitation will result in One (1) Contract.

The County reserves the right to cancel this Solicitation at any time.

The following pages contain the terms, conditions, and specifications for this Solicitation.

NOTE: All submitted proposals must reference the Informal Solicitation Number and Title above and be signed by an authorized representative of the responding firm.

INFORMAL SOLICITATION # 1155174

Tier 1 Residential Internet Telephone Support

REISSUANCE AS NON-LSBRP

Solicitation # 1155174 was originally advertised under the Local Small Business Reserve Program (LSBRP) on March 31, 2023 and closed on April 14, 2023. Montgomery County did not receive any viable LSBRP responses to the original advertisement.

To procure a viable vendor, the solicitation is being reissued as a non-LSBRP solicitation. Any vendor that meets the requirements of the solicitation and is registered to do business in, and in good standing with, the State of Maryland is encouraged to respond.

The re-advertisement period to submit a response is from April 19, 2023 to May 10, 2023. Please ensure all required information stipulated within the solicitation is submitted with your response.

If you have any questions, please contact Donna Potisk, Program Manger II, TEBS at donna.potisk@montgomerycountymd.gov.

*Solicitation Amendment # 1
Revised page 2*

ACKNOWLEDGEMENT SHEET

1. **ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name (printed): _____

Printed Name, Title, and Email of
Person Authorized to Sign Proposal: _____

Signature: _____

Date: _____

2. **Name and Signature Requirements for Proposals and Contracts**

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

3. **Acknowledgment of Solicitation Amendments**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION I – INSTRUCTIONS, CONDITIONS AND NOTICES

INTENT

The intent of this Solicitation is to solicit proposals for the procurement of **one (1) Tier 1 Residential Internet Telephone Support Service Provider** as per the Terms, Conditions and Scope of Work contained herein.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Informal Solicitation and any contract awarded pursuant to this Informal Solicitation.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an Offeror in regard to this Solicitation will not be binding on the County. Any information given to an Offeror in response to a request will be furnished to all Offerors as an amendment to this Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Offerors. Such amendments only, when issued by the Using Department (in this case, TEBS) will be considered as being binding on the County.

PAYMENT TERMS

The County's payment terms are net thirty (30) days. Prompt payment discounts will be considered in the evaluation of your quotation if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt and acceptance of invoice.

The County is permitted to pay for goods provided under the resulting contract through either a Procurement Card (P-Card) or a Single Use Account (SUA) method of payment, if the Contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the Contract by using either a P-Card (except when a Purchase Order is required by the County) or a SUA method of payment, and the Contractor must accept the County's P-Card or a SUA method of payment, as applicable. Under the resulting contract, the Contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a P-Card or SUA method of payment.

METHOD OF AWARD

The Contract will be awarded to the highest ranked responsible Offeror, achieving a minimum of seventy-five (75) points, based on the written evaluation scores.

BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids or proposals will be borne by the Offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

QUALIFICATION OF OFFERORS

If so requested, an Offeror may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the Offeror is capable of satisfying the County's needs and requirements for this Solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this Solicitation may be subject to the Montgomery County Code, and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see Attachment C for links to Program Forms).

SECTION II - REQUIREMENTS

I. BACKGROUND

Montgomery County Government (the “County”) has created an internet service network, MoCoNet, which provides an option for low income and special needs residents of several Montgomery County affordable housing developments to have broadband access to the internet without having to pay the sometimes-burdensome fees associated with such access. In-home Wi-Fi connectivity, security, and enhanced services are provided by Plume Design, Inc., a company that shares the County’s commitment to supporting Digital Equity initiatives.

II. SCOPE OF SERVICES

The County is seeking a Contractor to provide 24 X 7 X 365 “Tier 1” technical support and customer service for its residential internet access customers. “Tier 1” technical and customer support representatives have a good understanding of the product or service, but “Tier 1” support is not intended to solve complex technical issues. The goal of the “Tier 1” support is to handle 80%-90% of the issues without requiring escalation for more advanced technical support. This support and service must be provided via a skilled and experienced United States-based call center that operates 24 X 7 X 365. This support and service will NOT include any billing or collections type service/issues/questions as MoCoNet is provided at no cost to qualified Montgomery County residents.

The Minimum Mandatory requirements for the services to be provided as a result of this solicitation are as follows:

- Minimum of ten (10) years’ experience providing Tier 1 technical support and customer service to residential internet customers.
- All calls must be answered and responded to by United States-based technical support and customer service professionals with a sufficient amount of expertise and experience to address the service needs of the MoCoNet customers.
 - Calls must never be transferred outside of the United States or in any way responded to by representatives outside of the United States.
- The Contractor must have direct experience providing telephone-based technical support and customer service for fiber and wireless internet service providers (ISPs) that offer services similar to MoCoNet’s services to United States-based residential customers, including in-home Wi-Fi and in-home internet access services.
- The Contractor must meet or exceed the following Service Level Agreement (SLA) terms and conditions:
 - Average time to answer incoming calls must not exceed ninety (90) seconds.
 - All calls will be answered as “MoCoNet Support”, referencing the County’s name for its residential internet access services.
 - All calls must be recorded, and Montgomery County must be granted access to any/all recorded calls upon request.
 - Weekly reports of all call activity must be available and provided to Montgomery County upon request.

III. EVALUATION CRITERIA AND AWARD METHOD

The County will award one (1) contract as a result of this Solicitation. The award will be made to the highest ranked Offeror (“Contractor”), achieving a minimum of seventy-five (75) points, based on the written proposals received. To be considered for award, Offerors must submit a written proposal demonstrating their ability to meet the requirements outlined in the Scope of Services.

Proposals must include a description of Offeror’s experience in successfully providing the services described in this Informal Solicitation and must include a minimum of three (3) customer references. The Offeror’s Proposal and Pricing must also include the following:

- Any initiation/set-up/non-recurring charges.
- Any per call or per second/minute charges.
- Any maximum number of calls per month proposed or any set price proposed as well as any charges or costs associates with any calls over and above the maximum number of calls proposed per month.
- Any minimum monthly cost proposed.
- Proposed Contract/Agreement Term.
- Any early termination fees or other such charges.

Proposals will be scored as follows:

	Criteria	Points
1	Offeror has demonstrated that it meets or exceeds the SLAs described in the Scope of Service	30
2	Offeror has demonstrated that it meets or exceeds the requirements specified in the Scope of Service including number of years’ experience and ability and commitment to provide services from within the United States	30
3	Offeror’s price	40
	Total	100

IV. TERM

1. The effective date of the Contract, resulting from this Solicitation, will begin upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after one year. The Contractor must also perform all work in accordance with the time periods stated in the Contract's Scope of Services. The Director, Office of Procurement may, but is not required to renew the Contract term. The Director may exercise this option to renew for up to five (5) additional one-year terms. However, the total maximum compensation payable under a contract awarded under this Informal Solicitation must not exceed the value of \$99,999.99 for the entire life of the contract (initial term, plus any renewal terms exercised by the County).
2. The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs July 1 through June 30. Payments under the Contract resulting from this Informal Solicitation are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for a fiscal year that begins after the Contract resulting from this Solicitation is entered, this Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County.

V. COMPENSATION AND METHOD OF PAYMENT

1. The total contract value including the initial term, must not exceed \$99,999.99 for the contract awarded as a result of this Solicitation.
2. The Contractor must not commence work under this Contract until a purchase order has been executed by the Office of Procurement.
3. The Contractor will be paid within thirty (30) days after the County's receipt, acceptance, and approval of an invoice submitted by the Contractor in a form and format approved by the County for actual work completed during the period invoiced.
4. The Contractor will be paid in accordance with the prices set forth in the Quotation Sheet (Attachment B), and the Contractor's invoice must be based on these prices. Rates must be fully burdened and inclusive of all costs, benefits, overhead, profit, etc.
5. Price Adjustments: Prices quoted are firm for a period of two (2) years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:
 - 5.1 Approval or rejection by the Director, Office of Procurement or designee.
 - 5.2 Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 5.3 Submission within sixty (60) days prior to the Contract expiration date, if the Contract is being amended.
 - 5.4 The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based on the CPI for all urban consumers issued for the Washington-Arlington-Alexandria-DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 5.5 The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 5.6 The price adjustment, including its effective date, must be incorporated into a written contract amendment.

5.7 If pricing is based on percentage discounts, the percentage discount is firm throughout the term of the Contract.

VI. GENERAL CONDITIONS

1. The General Conditions of Contract Between County and Contractor (“General Conditions”) [SECTION B GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR \(montgomerycountymd.gov\)](#) will be incorporated by reference and made a part of any Contract awarded as a result of this solicitation. However, the Mandatory Insurance Requirements listed in Attachment A, will supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

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ATTACHMENT A

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Tier 1 Residential Internet Telephone Support
Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors, if applicable, must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor’s obligation to provide the insurance coverage specified. The Contractor’s insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to “cross-liability” or “insured vs insured” exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000), in the aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Products and Completed Operations

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers’ Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Cyber / Professional Liability Insurance, in an amount not less than ***two million dollars (\$2,000,000)*** per claim, *covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense)* in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability. Coverage shall include loss or disclosure of electronic data, media and content

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ATTACHMENT A

rights infringement and liability, network security failure and software copyright or trademark infringement liability due to County's use of Supplier's Products or Services.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, MD

Technology & Enterprise Business Solutions \ Donna Potisk

101 Monroe St., 13th Floor

Rockville, MD 20850

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ATTACHMENT B

QUOTATION SHEET

Non-recurring initial initiation/set-up fee (if applicable)	
Per Call or Per Second/Per Minute Cost (If proposing a Per-Call structure, please note if there is a maximum number of calls per month)	
Costs for Calls that exceed the maximum number of Calls per month (if applicable)	
Minimum Monthly Fee (if applicable)	
Minimum contract term (if applicable) (Please note total contract value cannot exceed \$99,999.99)	
Early termination fees (if applicable)	
Other Costs (please describe)	

Offeror's Legal Business Name: _____

Name, Person Authorized to Sign: _____

Signature: _____

Date: _____

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Attachment C

Links to Documents and Forms

Web-links for Documents and Forms

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/pro/help.html>)
3. MD-SDAT (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Solicitation Postings and Amendments (<http://www.montgomerycountymd.gov/pro/solicitations>)
11. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
12. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
13. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
14. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WRL.html)
15. Wage Requirements Law, Independent Contractor Certification (<https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>)