

**MARYLAND AUTOMOBILE INSURANCE FUND  
1215 East Fort Avenue Suite 300  
Baltimore, Maryland 21230**

# Request for Proposal

**SMS Text Message Solution  
May 23, 2023**

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## Introduction:

The Maryland Automobile Insurance Fund (Maryland Auto) is an independent state agency created by the legislature of Maryland in 1972, that commenced operations on January 1, 1973.

Maryland Auto consists of two divisions. The Insured Division provides insurance coverage to Maryland residents who are unable to obtain it from private insurance carriers. The Uninsured Division has two roles, first it provides financial protection to Maryland residents who are innocent victims of traffic accidents involving motor vehicle negligence and cannot obtain recovery from any other source. Second, it is responsible for activities relating to reducing the rate of uninsured motorists in the State.

Maryland Auto invites offerors to submit proposals in conformance with the following specifications:

### Part I. - General Information

- A. **Purpose:** In an effort to better assist Maryland citizens, Maryland Auto is soliciting proposals from experienced SMS service providers to provide a more effective means of communication by instituting text messaging for staff members, policyholders, claimants and other stakeholders. Maryland Auto will evaluate submitted proposals according to criteria put forth in Part III of this document.
- B. **Minority Business:** Maryland Auto encourages minority business enterprises to respond to this solicitation.
- C. **Contract Administration and Issuing Office:**

#### Issuing Office

Maryland Automobile Insurance Fund  
1215 East Fort Avenue Suite 300  
Baltimore, Maryland 21230

#### Contract Administration

Butch Milligan, Director, Maryland Auto

- D. **Closing Date:** Maryland Auto must receive responses to this request for proposal no later than **Friday June 16, 2023 at 5:00pm EST.**
- E. **Questions:** Please submit all questions related to this Request for Proposal to [Responses@marylandauto.net](mailto:Responses@marylandauto.net). Maryland Auto will post answers, on a weekly basis to

all questions offerors ask related to this Request for Proposal on eMaryland Marketplace and the Maryland Auto website <https://www.mymarylandauto.com/site/>. The deadline for all questions shall be Thursday of each week during the request for proposal at 5:00pm EST. The final due date for questions shall be Friday, June 9, 2023, at 5:00pm EST.

## **Part II –SMS Text Message Solution Scope**

Maryland Auto is seeking an experienced vendor partner to provide SMS solutions and support. The solution must include:

- A. A secure online portal for MD Auto staff members.
- B. Ability to export conversation history/log reports for file documentation.
- C. Ability to set Automations - autoreplies by date and time (out of office), forwarding to emails, keyword search functionality.
- D. Ability to provide message template options to standardize communications.
- E. Ability to manage Contacts such as to add numbers to Subscribed (“whitelist”) when verbal expressed consent is received or to Unsubscribed (“STOPlist”) if requested.
- F. Ability to search Subscribed (“whitelist”) and Unsubscribed (“STOPlist”) to verify SMS consent.
- G. Ability to set up email notification of incoming SMS messages.
- H. Ability to receive and download MMS messages with attached metadata.

In managing the access and conversation quality, Administration responsibilities would include:

- A. Ability for auto replies based on incoming message content.
- B. Ability to segment group users by department and user role(s).
- C. Ability to create Permissions Levels for Users: Advanced, Admin, Basic, etc.
- D. Ability to set up department supervisors with access to other group members’ conversations, setup, activity, etc.
- E. Robust reporting: ability to view metrics on individual messages, bulk campaigns, click through metrics, etc. Can be filtered by any date range (within 13 months), segment, user, status (undelivered, delivered, etc.).
- F. Ability to implement default templates with required language.
- G. Ability to customize Opt-Out logic (implement additional keywords that would trigger an opt-out event: e.g., quit, cancel, leave, etc.)
- H. Access to open API which can be leveraged for custom use-cases, webhooks into CRMs, etc.
- I. Ability to confine messages to a desired window of time (e.g., 8am-6pm Eastern), or create autoreplies to messages received during undesired times, so end-users do not receive messages outside of acceptable hours.
- J. Access to custom features if desired: De-Duplication (prevents the delivery of duplicate content to a single number in a 24-hour period), Smart Encoding (prevents the inclusion of emojis or Unicode in outbound content which can affect billable units).
- K. Itemized invoices that show usage per department.

- L. Ability to integrate with Google Business, Instagram for Business, Whatsapp, Facebook Messenger.
- M. Access to multiple integrations: Hubspot, Salesforce, Netsuite, Shopify, Big Commerce, Active Campaign, Zoho, etc.
- N. Assistance and guidance related to Carrier registration, number provisioning, number porting, call forwarding, etc.
- O. Experience and guidance in compliance with all laws and regulations governing SMS text messaging.
- P. Ability to support and maintain different types of sending routes: Short Code, Toll-Free, Long Code.
- Q. Ability to send internationally (to domestic clients that use a phone under an international Carrier – this also applies to US Territories – e.g., Puerto Rico, Virgin Islands, etc.

### **Part III- Submission**

All submissions must provide clear, direct, and comprehensive responses to the requested information below.

Submissions must adhere to the following format and be submitted in accordance with the proposal date specified in Part 1-D. Maryland Auto will **not** grant requests for extensions. Maryland Auto will **not** consider any late requests for modification or withdrawal.

You may submit your response by email. **Please do not submit electronic responses through eMaryland Marketplace or on the Maryland Auto website. Instead, responses may be emailed to [Responses@marylandauto.net](mailto:Responses@marylandauto.net).** Responses by email must contain the phrase “SMS Text Message Solution RFP” in the subject line.

In your submission, incorporate a response to each of the following, as applicable:

#### **1. Company Background**

- Company Name
- Company Address
- Years in business
- Contact name, Phone number, e-mail
- Parent Company Name and Address
- Financial report

**2. Samples of Work:** This section must include descriptive information indicating how each firm and/or business entity has participated in providing services like those requested in this RFP.

3. **References:** Please provide three references, listing company name and address, contact name, phone, e-mail for each company, and a brief description of the services you provided.
4. **Market differentiators:** Please identify for Maryland Auto why your company is the vendor we should select for this engagement and identify how your company differentiates itself from your competitors.
5. **Pricing:** Include all pricing information in your response. The cost must be clearly stated. Total price must contain all direct and indirect costs, including out-of-pocket expenses.

#### **Evaluation Criteria**

Submissions will be evaluated on, but not limited to the following general criteria:

- Price/Cost of Service
- User interface/Scope Match
- Data Security
- References
- Stability of Company

#### **Part V. - Terms of the Contract**

- A. The Offeror whose proposal is accepted hereunder shall enter into agreements embodying the terms hereof and such other terms as are required by law and the winning RFP (the "Contract").
- B. Notwithstanding any other provisions of this RFP or in the attached exhibits to the contrary, each Contract may include the following general provisions.
  1. Conflict. To the extent any of the following provisions conflict with the provisions of this Conversational SMS agreement, the parties expressly acknowledge that these Additional Contract Provisions are controlling.
  2. Integration; Contract Modification – This Contract constitutes the entire agreement between the parties and supersedes all communications between them prior to the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract. This Contract shall not be modified except by a written instrument executed by both parties.
  3. Non-hiring of Maryland Automobile Insurance Fund (Client) Employees - No employee of Client whose duties as such employee includes matters relating to or affecting the subject matter of the Contract, shall, become or be an employee of the party or parties hereby contracting with Client.

4. Maryland Law Governs - This Contract shall be interpreted and enforced according to the Laws of the State of Maryland.
5. Nondiscrimination - Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws.
6. Contingent Fee Prohibition – 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 Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, Client may terminate this Contract without liability or deduct from the Contract price or consideration or otherwise recover the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.
7. Termination -
  - a. Termination for Default - If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, Client may terminate this Contract by written notice to Contractor. The notice shall specify the act or omission relied on as cause for termination. All finished or unfinished work products provided by the Contractor shall, at Client's option, become the property of Client. Client shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damage caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor then Contractor will remain liable after termination, and Client can affirmatively collect damages.
  - b. Termination of Contract for Convenience - This Contract may be terminated by Client, in whole or in part, whenever Client determines that termination is in the best interest of Client. In the event of such termination for convenience, Client shall pay all reasonable costs associated with this Contract that Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
  - c. Termination by Notice - In addition to any other termination provision of the Contract, both the Contractor and Maryland Auto may terminate the Contract upon 30 days written notice by certified mail to the principal office of the other.

8. Record Keeping - The Contractor shall maintain and retain all records and other documents relating to this Contract for a period of three (3) years from the date of final payment under the Contract and will make the documents available for inspection and audit to such persons and officials as may be authorized by Maryland Auto from time to time.
9. Legal; Severability - If any part or portion of this Contract shall be deemed void, voidable, unenforceable, or contrary to applicable statutory, or regulatory law, or shall have been omitted contrary to the requirements of such law, by appropriate judicial or regulatory authority, then all other provisions hereof shall be unaffected thereby and shall remain in full force and effect. In such an event, if one party requests the other party, both parties shall endeavor to agree to: a) such substitute language to the Contract as shall best evidence their original intent hereunder if there is no material harm thereby caused to the other party; and b) such new language as shall best comply with all applicable requirements of law.
10. Assignment - This agreement shall not be assigned by either contracting party without the prior written consent of the other party.
11. Indemnification - Maryland Auto shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement.
12. Maryland's Public Information Act - This Agreement is subject to the Maryland Public Information Act, General Provisions Article, Sections 4-101 to 601 of the Annotated Code of Maryland.



VENDOR

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

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

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

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

MARYLAND AUTOMOBILE INSURANCE FUND

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

Name: Al Redmer, Jr.

Title: Executive Director

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

Approved as to form and legal sufficiency.

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

Counsel  
Maryland Automobile Insurance Fund