



Request for Proposals
Call/Contact Center Services
PROJECT NO. 060B0400003

SMALL BUSINESS RESERVE (SBR) PROCUREMENT ONLY

Issue Date: December 10, 2009

NOTICE

Prospective Offerors who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and emailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose to this solicitation, please email this completed form to gisela.blades@doit.state.md.us.

Title: Call/Contact Center Services
Project No: 060B0400003

1. If you have responded with a "no bid", 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 Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE 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 proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (attach additional pages as needed.)

REMARKS:

Offeror Name: _____

Date: _____

Contact Person: _____ Phone (____) ____ -

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Call/Contact Center Services

SMALL BUSINESS RESERVE ONLY

PROJECT NUMBER 060B0400003

RFP Issue Date: December 10, 2009

RFP Issuing Office: Department of Information Technology
Information Technology Procurement Office (ITPO)

Procurement Officer: Gisela Blades
Office Phone: (410) 260-7678
e-mail: Gisela.Blades@doit.state.md.us

Proposals are to be sent to: Department of Information Technology
45 Calvert Street
Room 444
Annapolis, MD 21401
Attention: Gisela Blades

Pre-Proposal Conference: December 22, 2009
10:00 AM Local Time
45 Calvert Street
Conference Room 427
Annapolis, MD 21401

Closing Date and Time: January 11, 2010 - 2:00 PM Local Time

NOTE

Prospective Offerors who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide name and emailing address so that amendments to the RFP or other communications can be sent to them.

Table of Contents

SECTION 1 - GENERAL INFORMATION6

1.1 SUMMARY STATEMENT.....6

1.2 ABBREVIATIONS AND DEFINITIONS.....6

1.3 CONTRACT TYPE6

1.4 CONTRACT DURATION.....6

1.5 PROCUREMENT OFFICER6

1.6 CONTRACT MANAGER7

1.7 PRE-PROPOSAL CONFERENCE.....7

1.8 EMARYLANDMARKETPLACE7

1.9 QUESTIONS.....8

1.10 PROPOSALS DUE (CLOSING) DATE8

1.11 DURATION OF OFFER8

1.12 REVISIONS TO THE RFP.....8

1.13 CANCELLATIONS; DISCUSSIONS8

1.14 ORAL PRESENTATION.....9

1.15 INCURRED EXPENSES9

1.16 ECONOMY OF PREPARATION.....9

1.17 PROTESTS/DISPUTES.....9

1.18 MULTIPLE OR ALTERNATE PROPOSALS.....9

1.19 ACCESS TO PUBLIC INFORMATION ACT NOTICE.....9

1.20 OFFEROR RESPONSIBILITIES9

1.21 MANDATORY CONTRACTUAL TERMS10

1.22 PROPOSAL AFFIDAVIT10

1.23 CONTRACT AFFIDAVIT10

1.24 MINORITY BUSINESS ENTERPRISES10

1.25 ARREARAGES10

1.26 PROCUREMENT METHOD10

1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT.....11

1.28 FALSE STATEMENTS.....11

1.29 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....11

1.30 LIVING WAGE REQUIREMENT11

1.31 CONTRACT EXTENDED TO INCLUDE OTHER MARYLAND NON-STATE GOVERNMENTS OR AGENCIES...12

1.32 PROMPT PAY12

1.33 NON-VISUAL ACCESS.....12

1.34 INDEMNITY INSURANCE12

SECTION 2 – SCOPE OF WORK14

2.1 BACKGROUND AND PURPOSE14

2.2 GENERAL CONTRACTOR REQUIREMENTS14

2.3 ROLE, FUNCTION AND RESPONSIBILITY - CONTRACTOR.....15

2.4 ROLE, FUNCTION AND RESPONSIBILITY – STATE CONTRACT MANAGER16

2.5 CONTRACTOR SYSTEM REQUIREMENTS16

2.6 SERVICE LEVEL REQUIREMENTS16

2.7 INVOICING17

SECTION 3 – PROPOSAL FORMAT18

3.1 TWO PART SUBMISSION.....18

3.2 PROPOSAL SUBMISSION.....18

3.3 VOLUME I – TECHNICAL PROPOSAL.....18

3.4 VOLUME II - FINANCIAL PROPOSAL.....20

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE.....	21
4.1 EVALUATION CRITERIA.....	21
4.2 TECHNICAL CRITERIA.....	21
4.3 FINANCIAL CRITERIA.....	21
4.4 RECIPROCAL PREFERENCE.....	21
4.5 SELECTION PROCEDURES.....	21
ATTACHMENTS.....	23
ATTACHMENT A – CONTRACT.....	24
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT.....	33
ATTACHMENT C - CONTRACT AFFIDAVIT.....	40
ATTACHMENT D - MINORITY BUSINESS ENTERPRISE PARTICIPATION.....	41
ATTACHMENT E – PRICE PROPOSAL INSTRUCTIONS AND PRICE PROPOSAL.....	55
ATTACHMENT F – PRE-PROPOSAL CONFERENCE RESPONSE FORM.....	57
ATTACHMENT G – AGENCY-SPECIFIC INFORMATION AND REQUIREMENTS.....	59
ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.....	67
ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT.....	69
ATTACHMENT J – TO BE PROVIDED BY REQUEST.....	71

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Information Technology (DoIT), is issuing this Request for Proposals (RFP) to award one statewide contract to procure Call/Contact Center and associated services for select agencies and those who may want to join during the contract term. **This is a Small Business Reserve (SBR) procurement only; only qualified, MD DGS registered SBRs are eligible to receive an award.** For SBR program information, please visit <https://www.smallbusinessreserve.maryland.gov/>

1.2 Abbreviations and Definitions

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

- a. COMAR – Code of Maryland Regulations
- b. Contract – The Contract attached to this RFP as Attachment A
- c. Contractor– The selected Offeror
- d. Local Time – Time in the Eastern Time Zone as observed by the State
- e. MBE – Minority Business Enterprise
- f. Offeror – An entity that submits a proposal in response to this RFP
- g. RFP – Request for Proposals for the Call/Contact Center Services, Project Number 060BO400003 dated December 10, 2009, including any amendments.
- h. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday (Excluding State Holidays).
- i. Fully Loaded Rates – Fully loaded rates include all direct and indirect costs and profit for the Contractor in performance of the Contract. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct charges as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

1.3 Contract Type

The Contract that results from this RFP shall be an Indefinite Quantity Contract, Fixed Unit Prices in accordance with COMAR 21.06.03.06.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of five years beginning on the Contract execution date and ending five years thereafter.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Gisela Blades
Maryland Department of Information Technology
45 Calvert Street, Room 444
Annapolis, Maryland 21401

Phone Number: 410-260-7678
E-mail: gisela.blades@doit.state.md.us

The Procurement Officer is responsible for determination of contract scope issues and the only State representative who can authorize changes to the Contract.

DoIT may change the Procurement Officer at any time by written notice to the Contractor.

1.6 Contract Manager

The Contract Manager is the State representative that serves as a technical manager for the Contract:

Sandra M. Smith
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4649
E-mail: sandra.smith@doit.state.md.us

The Contract Manager monitors the daily activities of the Contract and provides technical guidance to the Contractor.

DoIT may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Proposal Conference

A Pre-proposal Conference (Conference) will be held on December 22, 2009, beginning at 10:00 AM, at 45 Calvert Street, Annapolis, MD, Conference Room 427. Conference attendance is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer as provided in RFP Section 1.5 such notice no later than 5:00 PM December 16, 2009. The Conference Response Form is included as Attachment F to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please advise no later than December 14, 2009. DoIT will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site (www.doit.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace(eMM). Registration is free. Go here to register: <https://edidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer as provided in RFP, Section 1.5. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An original and three copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in RFP, Section 1.5, no later than **2:00 PM (local time) on Monday, January 11, 2010** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original Financial Proposal. Label all diskettes with the RFP title, RFP number, and Offeror name, and package with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, Monday, January 11, 2010 at 2:00 PM (local time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DoIT Procurements web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct

discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two weeks after the proposal due date.

1.15 Incurred Expenses

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

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, 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, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

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 can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

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

1.23 Contract Affidavit

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

1.24 Minority Business Enterprises

An overall MBE subcontractor participation goal of 10% has been established for the services resulting from this contract.

Each Offeror shall complete, sign and submit Attachment D-1 (Minority Business Enterprise Participation), and D-2 (Minority Business Enterprise Schedule) at the time it submits its technical response to the RFP.

Completed and signed Attachment D-1 (Minority Business Enterprise Participation) and D-2 (Minority Business Enterprise Schedule) must be submitted with the technical response to the RFP; failure to do so will result in the State's rejection of the Offeror's Proposal to the RFP.

After contract award, the Contractor will be responsible for submitting the following forms to provide the State with ongoing monitoring of MBE Participation:

- D-3 (Outreach Efforts compliance Statement)
- D-4 (Subcontractor Project Participation Statement)
- D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report)
- D-6 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report)

A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive Maryland 21076. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

1.25 Arrearages

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 that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.30 Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this RFP (Attachment H - Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement (Attachment I), the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the required amount per hour as specified on the Department of Labor, Licensing and Regulation ("DLLR") website at www.dllr.maryland.gov (\$12.25 effective 9/28/2009) if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least the required amount per hour as specified on the DLLR website (\$9.21 effective 9/28/2009). The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. 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) shall assign the tier based upon where the recipients of the services are located.

1.31 Contract Extended to Include other Maryland Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, Maryland county, municipal, and other non-state governments or agencies within Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute Contracts between the Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this Contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

1.32 Prompt Pay

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a Contract under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>.

1.33 Non-Visual Access

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR 17.06.02 DMB web site:

http://www.dbm.maryland.gov/portal/server.pt?open=512&objID=277&parentname=CommunityPage&parentid=4&mode=2&in_hi_userid=1332&cached=true

1.34 Indemnity Insurance

a. The Contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, insurance of at least the kinds set forth below in the minimum amount specified herein or in writing by the Procurement Officer.

- (i) Worker's Compensation Insurance, in accordance with Maryland Statute.
 - (ii) Public Liability Insurance, covering Comprehensive basis, including Contingent Liability, in an amount of not less than \$1,000,000.00 combined single limit.
 - (iii) Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work, in the amounts indicated in (ii) above.
 - (iv) Owner's Protective Liability Insurance, in the amounts indicated in (ii) above.
- Notwithstanding the requirement of the Contractor to furnish certificates of insurance evidencing

insurance coverage, the Contractor shall furnish a policy of Owner's Protective Liability Insurance set forth herein. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Contractor.

b. The Public Liability Insurance coverage required in paragraph (ii) above should include those classifications listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this contract.

c. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Maryland, with the following qualifications as to management and financial strength. The Company shall be rated no less than "A" as to management, and no less than "AAA" as to strength, by the latest edition of Best's Insurance Guide, published by Alfred M. Best Co., Inc.

d. The Contractor shall furnish Certificates of Insurance to the Procurement Officer prior to commencing any operations under this contract. The Certificates shall clearly indicate the classifications, as required for strict compliance with this Article. The said Certificates must provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, the Department will be given thirty (30) days advance notice thereof.

e. Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from its liability under any other portions of this Contract.

f. The Contractor shall indemnify and defend the Department its officers, employees and agents, from any and all claims, liability, losses, damages, cost and expenses, and causes of actions which may arise out of or relate to the performance or non-performance by the Contractor, its employees or agents, of the contract. This provision shall not be construed as a waiver by the Department or its employees and agents of sovereign or any other immunity.

Balance of page left blank intentionally

SECTION 2 – SCOPE OF WORK

2.1 Background and Purpose

DoIT currently provides one statewide Call/Contact Center Services contract for use by several State agencies, including the Department of Human Resources (DHR), which constitutes about 90 % of the use and volume of the current contract.

Please note: DHR will issue a separate RFP for DHR call center services, and its services will not be covered by the new contract resulting from this RFP.

DoIT is issuing this RFP to provide a new contract to continue call center services for the remaining agencies, and to facilitate its use by other agencies, to be added as needed during the contract term.

Agencies expected to participate in the new contract:

- Department of Housing and Community Development (DHCD) – Division of Development Finance maintains several toll free hot lines, such as More House 4 Less, Accessible Homes for Seniors, HOPE Hotline and Housing Reconnect Number.
- Department of Health and Mental Hygiene (DHMH) (Health/Bioterrorism/West Nile Virus/Other Health Related Information/Waivers) – Maintains toll free hotline numbers to provide the citizens of Maryland with health care information on specific hot issues such as influenza, West Nile Virus, Bio-terrorism (anthrax, smallpox, plague, etc.) and other health related links as the situation may require. In addition, information is also provided regarding waivers related to Medicaid Home and Community Based Service Programs.
- Department of Budget and Management (DBM) - Maintains a toll free number, 1-800-MDINFO1, Maryland General Information Number – that is answered daily by the Call Center between 8:00 A.M. and 8:00 P.M. Citizens are provided information and/or transferred to the appropriate agency thus reducing multiple calls to contact a specific agency for services.
- DBM-Central Collections – Provides information to Maryland citizens about their delinquent debts owed to the State and process for payment/disputes of those debts.
- Office of the Public Defender – Maintains a toll free number that the citizens of Maryland can utilize to obtain information about Public Defenders office locations and the process for obtaining their services.

Agency-specific information and requirements are contained in Attachment G

2.2 General Contractor Requirements

- 2.2.1 Contractor's call center facility shall be located within a 150 mile radius from zip code 21201, to facilitate agency on-site visits and training for Contractor's representatives.
- 2.2.2 Contractor shall operate the call center in accordance with all applicable federal and state laws and regulations during the contract period.
- 2.2.3 Contractor shall provide a turn-key, full service operation capable of providing call center services as specified, including but not be limited to staff, work space, equipment, software, phones, all IT and telephony related lines and cable.
- 2.2.4 Contractor shall have the capability to provide call center services on a 24 x 7 x 365 (366) basis using both IVR and live Customer Service Representatives.

- 2.2.5 Contractor shall staff a problem reporting toll free number 24 x 7 x 365 (366) basis to accept trouble reports from the State. For escalation purposes, a supervisor shall also be available on a 24 x 7 x 365 (366) basis.
- 2.2.6 Contractor shall be responsible for all work performed by subcontractors.
- 2.2.7 Contractor shall present itself to all customers as a unit of the respective agency, not as a private contractor; the Contractor's role must not be apparent. Only State Agency names and logos will be permitted on information distributed to Call Center customers under this contract.
- 2.2.8 Contractor shall propose and provide staff exclusively dedicated to fulfilling the State's/Agency's standard requirements as stated in the agency-specific requirements section; however, Contractor shall also have the ability to add trained staff to handle increasing call volume during peak periods in compliance with performance standards.

2.3 Role, Function and Responsibility - Contractor

Contractor shall have available and provide, if needed, full Call/Contact Center services that must include:

- Key personnel dedicated to the Contract
- Inbound and outbound live operator services,
- Service or product information dissemination,
- Scripted information dissemination,
- Mailing of literature and information requests;
- Collection of applications,
- Data entry of application/form information into State or Contractor database,
- Bilingual service (Spanish/English), minimum of 10% of the Call Center staff dedicated to the State under the Contract
- Voice mail
- Automatic Call Distributor (ACD),
- Interactive Voice Response (IVR),
- Email correspondence,
- Facsimile services
- Web transactions/live chat
- Overflow capabilities
- Handling of surveys and questionnaires
- Real Time information processing and on-line reporting
- Disaster recovery plan
- Staffing plan
- Training plan
- System troubleshooting plan
- Performance standard implementation
- Performance standard failure remediation
- Transition in and out plans
- Reporting procedures

Contractor shall address these items in detail in its Technical Proposal (see Section 3.4.3.4)

2.4 Role, Function and Responsibility – State Contract Manager

The State Contract Manager will monitor and review Contractor performance standards on a monthly basis, based on Contractor provided reports. If any of the performance standards are not met, the State Contract Manager will notify Contractor of the standard that is not in compliance including amount, and, if necessary and so directed, Contractor shall submit a revised monthly invoice, showing a deduction of all non-compliant service charges.

During transition or other critical periods of the contract, more frequent meetings may be required. Meetings are generally face-to-face and are held in Baltimore, Maryland.

Agency reserves the right and shall be entitled to “On Site” as well as “On-Line” monitoring of Contractor staff dedicated to this Contract and call center operations at Contractor’s location. Timing and frequency of such monitoring shall be determined by the State/Agency Project Manager

2.5 Contractor System Requirements

2.5.1 To optimize speed and decrease costs for data transfer, the System must use commonly acceptable industry-wide compression protocols to transfer all data between the central computer (Contractor) and the remote location computers (agencies). The System must provide a function that ensures that all data transferred between the call center computer and a remote location computer is processed entirely with the proper security measures as identified in the State Security Policy - see <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

2.5.2 The System must provide controller redundancy and storage capability, report/record mean times between failures of the processors and the disk subsystem and contingencies for disk failure.

2.5.3 The System will support the archiving, retrieval with it’s graphic user interface, and purging of all appropriate data. The database(s) residing on the central computer shall be kept in an online mode for the length of the contract, except for archiving and retrieval purposes.

2.5.4 The System must be able to transition from current vendor’s platforms (see Attachment J).

2.5.5 The System must be compatible with TTY service for the hearing impaired.

2.5.6 The System must prevent duplication of customer records. Contractor’s interactive voice response (IVR) system shall, at a minimum, include processing calls in accordance with Agency approved scripts and routing paths, application maintenance and monitoring of the Call Center’s IVR system, IVR answering capabilities, providing multi-language (English and Spanish) service capability

2.6 Service Level Requirements

2.6.1 Performance standards as established in this RFP and best industry practices must be maintained throughout the term of the contract in order to provide acceptable customer service and satisfy the scope of work under the contract. These performance standards are calculated and reported monthly and are listed below:

- Acceptable minimum rate for capturing information on “order calls” and “information calls” is 90% of all such calls.
- The Contractor must answer at least 90% of all incoming calls, 100% if not dropped in IVR.
- Maximum abandoned call rate for Agencies’ toll free lines is ten percent (10%) **per day**. The State will not pay for abandoned calls.
- Calls are to be answered within two (2) rings.
- The number of incoming calls that receive a busy signal must not exceed five percent (5%).
- Callers must not be placed on hold longer than one hundred twenty (120) seconds.
- Calls must not remain in the queue for more than two (2) minutes waiting for the next available Information Specialist representative.

- Requested mailings must be postmarked within 1 business day of the request.
- The number of caller complaints about the Call Center service must be one percent or less of all incoming calls. Copies of all complaints and their resolution will be sent to the State Contract Manager and Call Center Program Manager within one week of the day the complaint was made.
- Contractor must evaluate monthly the sufficiency of the number of telephone lines installed and the number of persons answering the lines and provide a report to the State Contract Manager and Call Center Program Managers. Contractor will make all necessary adjustments to keep compliant at no additional charge to the State.

Ideally, services that are not in compliance with these service level requirements should not be billed to and paid by the State. The State will allow the offeror to propose remediation procedures to address those services that are not in compliance.

2.7 Invoicing

- . Invoices shall be dated the first of the month. Contractor shall provide and send separate monthly invoices to each individual State Agency/entity that procures services under the contract, with an electronic copy to the State Contract Manager by the 15th of the following month. The monthly invoice shall include at a minimum the following:
 - Contractor name, address and FEIN number
 - Account number
 - Invoice number and date
 - Billing period
 - State purchase order number
 - Type of service provided
 - Discounts (if applicable)
 - Unit price
 - Total current charges
 - Past due charges
 - Balance to date
 - Date due
 - Remittance address and toll free telephone number for billing inquiries
 - Call Detail Report

Balance of page left blank intentionally

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate sealed volumes:

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

3.2 Proposal Submission

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and three copies of each volume are to be submitted. An electronic version (CD preferred) of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word format shall also be submitted with the respective unbound originals technical or financial volumes. Each file shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of the proposals. All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.3 Volume I – Technical Proposal

3.3.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s responsibilities in Section 1.20.

3.3.2 Additional Required Technical Submissions - one submission with original Technical Proposal only

- Completed Bid/Proposal Affidavit (Attachment B)
- Completed and signed MBE forms D-1 and D-2
- Signed Living Wage Affidavit

3.3.3 Format of Technical Proposal

Inside a sealed package described in Section 3.2, above, an original, to be so labeled, three copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

3.3.3.1 Title and Table of Contents

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. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included.

3.3.3.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary”.

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall indicate this.

3.3.3.3 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar services. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

- A) An overview of the Offeror's experience and capabilities providing call/contact center services and shall include:
- a) The number of years the Offeror has provided the services and equipment
 - b) The number of clients and geographic locations that the Offeror currently serves
 - c) The names and titles of the key management personnel directly involved with supervising current services.
 - d) At least three references from its customers who are capable of documenting the Offeror's ability to provide call/contact center services similar to the ones envisioned in this RFP. Please specify:
 - Name of client organization
 - Name, title, and telephone number of point of contact for client organization
 - Value, type, duration, and services provided of contract(s) supporting client organization
- B) In addition, unless already included in Section A above, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. State of Maryland experience is not mandatory. For each identified contract the Offeror is to provide:
- The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - 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.

3.3.3.4 Offeror Technical Response to RFP Requirements

The Offeror shall address each section of the Statement of Work (Section 2 and related Attachments) in RFP sequence, and describe how each proposed service will meet the requirements as described in the RFP. Any response to a work requirement shall include an explanation of how the work will be done.

The Offeror shall identify the location(s) it proposes to provide the proposed services, any current facilities that it operates at that location, to satisfy the State's requirements as outlined in this RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement.

3.3.3.5 Financial Capability and Statements

The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

3.3.3.6 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 1.33.

3.4 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.4.3, the Offeror shall submit an original unbound copy, three copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment E. Complete the model price sheets which will be used for evaluation purposes.

The State is 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.

Balance of page left blank intentionally

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded based on the most advantageous offer to the State, considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater weight than price.

4.2 Technical Criteria

The evaluation criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Offeror Experience, Capabilities
- Proposed Key Personnel
- Proposed Procedures
- Offeror's Overall Quality of Technical Proposal

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines (as submitted on Attachment E—Price Proposal Form).

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

4.5.2.1 The first step in the process will be to assess compliance with the mandatory submission requirement, i.e. properly executed D-1 and D-2 forms.. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.

4.5.2.2 The next step in the process will be the evaluation for technical merit. During this review oral presentations and discussions may be held (see Section 1.14). The purpose of such discussions is to assure the Offeror's full understanding of the State's requirements and the Offeror's ability to perform. At the conclusion of the technical evaluation, Offerors who are not reasonably susceptible to being selected for award will be so notified, and their financial proposals will remain unopened.

4.5.2.3 The financial proposal of each qualified Offeror will then be evaluated and ranked. If it becomes apparent that a proposal revision may benefit the process, the Procurement Officer may permit Offerors to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

Upon completion of all discussions, negotiations and reference checks, the Procurement Officer will recommend to the Board of Public Works (BPW) the contract award to the Offeror who submitted the most advantageous proposal for the State considering technical evaluation factors and price factors as set forth in this RFP.

Balance of page left blank intentionally

ATTACHMENTS

ATTACHMENT A is the State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed Contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. IT is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – MBE Forms – see Section 1.24

ATTACHMENT E – Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT F - Pre-Proposal Conference Response Form. It is requested that Offerors who plan to attend the conference complete and submit this form as described in RFP section 1.7

ATTACHMENT G – Agency-Specific Requirements

ATTACHMENT H – Living Wage Requirements

ATTACHMENT I - Living Wage Affidavit

ATTACHMENT J – Current Vendor Platform

ATTACHMENT A – CONTRACT

CALL/CONTACT CENTER SERVICES

THIS CONTRACT (the "Contract") is made this _____ day of _____, 2010 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF INFORMATION TECHNOLOGY.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 "Contract Manager" means Sandy Smith of the Department.
- 1.2 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 "Department" means the Maryland Department of Information Technology.
- 1.4 "Financial Proposal" means the Contractor's Financial Proposal dated _____.
- 1.5 "Procurement Officer" means Gisela Blades of the Department.
- 1.6 "RFP" means the Request for Proposals for Call/Contact Center Services, Project 060B0400003, and any amendments thereto issued in writing by the State.
- 1.8 "State" means the State of Maryland.
- 1.9 "Technical Proposal" means the Contractor's Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide all deliverables as defined in the RFP Section 2. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. 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 Technical Proposal
- Exhibit C – The Financial Proposal
- Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. 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 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance.

The Contract resulting from this RFP shall be for a period of five years beginning on the Contract execution date and ending five years thereafter.

4. Consideration and Payment

4.1 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Manager. 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. In consideration of the satisfactory performance of the work set forth in this Contract, the State shall pay the Contractor an amount not to exceed _____, which is the total amount of the Contract. Any work performed by the Contractor in excess of this not-to-exceed ceiling amount without the prior written approval of the Contract Manager (?) is at the Contractor's risk of non-payment.

4.2 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.

4.3 Contractor's eMarylandMarketplace vendor ID number is _____.

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, 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 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 will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Manager, 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.

6. Exclusive Use

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.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, 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.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

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

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible

for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law

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, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any PO, or Notice to Proceed, issued under this Contract.

13.3 Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

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, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (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, 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 this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will 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 Cause

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder,

including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

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

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 person 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, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement

Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 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.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

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 bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

28. Limitation of Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. 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 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. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Non-Discrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this 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 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DOIT, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Administrative

31.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

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

If to the State: Sandy Smith
Maryland Department of Information Technology
301 West Preston Street, 13th Floor
Baltimore, MD 21201

Attention: _____

If to the Contractor: _____

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

CONTRACTOR

STATE OF MARYLAND
BY: DEPARTMENT OF INFORMATION
TECHNOLOGY

By:

By: Elliot Schlanger, Secretary

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this ____ day _____, 2010.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and 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 vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid 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, vendors, 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.

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; or

(9) 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 D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid 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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____ .

(If not applicable, so state).

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

M. 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.

N. Repealed.

O. 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: _____(Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(title)_____ and the duly authorized representative of _____(business)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____.

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. Date:_____ By:_____(Authorized Representative and Affiant)_____

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE PARTICIPATION

STATE OF MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) participation goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MINORITY BUSINESS ENTERPRISE INSTRUCTIONS AND FORMS

A. MBE Participation Goals and sub-goals

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for this contract, by subcontracting to one or more MDOT-certified Minority Business Enterprises a sufficient portion of the contract's scope of work that results in total MBE payments that meet or exceed the MBE participation goal.

If awarded the Contract:

- A prime contractor – including an MBE or certified Small Business Reserve (SBR) prime contractor – must accomplish an amount of work not less than the MBE participation goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE participation goal with certified MBE subcontractors.

B. Solicitation and contract formation

1. Reporting Instructions for Submission of Bid or Offer:

a. The bidder or offeror must **include the following reports with its bid or offer:**

- 1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- 2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the specific percentage (not range) or dollar amount of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. **Attachment D-2 shall become part of the final contract, therefore, any changes (additions and/or deletions) must be submitted to the Procurement Officer in writing for approval.**

NOTE: The failure of an offeror to complete and submit the MBE Utilization Affidavit and the MBE Participation Schedule shall result in a determination that the proposal is not susceptible of being selected for award.

- 3) **Within 10 working days from notification** that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- a) Outreach Efforts Compliance Statement (**Attachment D-3**)
- b) Subcontractor Project Participation Statement (**Attachment D-4**)
- c) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

C. CONTRACT ADMINISTRATION REQUIREMENTS:

Prime Contractor shall:

1. **Attachment D-5:** Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the PORFP Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached.
2. **Attachment D-6:** Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department/Agency a report that identifies the prime contract and lists all payments received from the Master Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Master Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. **COMAR 21.11.03.13F**: A procurement agency may, upon completion of a contract, and before final payment and/or release of retainage or both, require that a prime contractor on any contract having an MBE subcontract goal, submit a final report, in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

These attachments must be submitted with technical response to the RFP:

ATTACHMENT D-1 – *Certified MBE Utilization and Fair Solicitation Affidavit*

ATTACHMENT D-2 - *MBE Participation Schedule*

These attachments must be submitted within 10 days after notification of apparent award of contract:

ATTACHMENT D3 - *Outreach Efforts Compliance Statement*

ATTACHMENT D-4 - *Subcontractor Project Participation Statement*

These attachments must be submitted on a monthly (by the 15th) basis after award of contract or as otherwise directed:

ATTACHMENT D-5 - *Prime Contractor Unpaid MBE Invoice Report*

ATTACHMENT D-6 - *Subcontractor Paid/Unpaid MBE Invoice Report*

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submission of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No.060B0400003, I affirm the following:

1. Commitment to MBE Participation Goal or Request for Waiver (check applicable box):

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____percent, and specified sub goals, however, I intend to exceed the overall goal by achieving an MBE participation goal of _____percent and exceed the sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. ***I have identified the specific commitment (to include percentage of total contract) of each certified Minority Business Enterprise by completing and submitting the MBE Participation Schedule (Attachment D-2) with the bid or proposal.***

3. ***I acknowledge that the MBE subcontractors/suppliers listed on the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that is included in the contract.***

4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (**Attachment D-3**)

- (b) Subcontractor Project Participation Statement (**Attachment D-4**)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal. To include copies of subcontract agreement or agreements if requested

If I am the apparent awardee I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- 5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2
 MBE Participation Schedule
(must be submitted with the technical response to the bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Specific Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
A. Specific Work To Be Performed/NAICS	
B. Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

**Attachment D-2
MBE Participation Schedule (continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	

Attachment D-3
Outreach Efforts Compliance Statement
(for submission within 10 days after notification of apparent award)

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I state the following:

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

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

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

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

Bidder/Offeror Name	By:	Name
Address		Title
		Date

Attachment D-4

**Subcontractor Project Participation Statement
(for submission within 10 days after notification of apparent contract award)**

SUBMIT ONE FORM FOR EACH MBE
LISTED ON THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in conjunction with
(Prime Contractor Name)

Solicitation No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, **intend to enter into a contract by which subcontractor shall:** (This is not a subcontract agreement. A written copy of subcontractor agreement(s) shall be made available to Procurement Officer upon request)

(Describe specific work) _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By: _____

By: _____

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

This form is to be completed monthly by the prime contractor.

**Attachment D-5
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____ _____
--	---

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Paid: \$ _____																																							
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$ _____																																							

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

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

MBE Liaison Officer
Department of Information Technology
Procurement Unit
45 Calvert Street, 4th Floor
Annapolis, MD 21401
MBEOfficer@doit.state.md.us

Signature: _____ (Required) Date: _____

This form is to be completed monthly by the prime contractor.

Attachment D-5
Maryland Department of Budget and Management
 Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were performed. Note: Please number reports in sequence.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____ _____
---	---

MBE Subcontractor Name: _____																																						
MDOT Certification #: _____																																						
Contact Person: _____																																						
Address: _____																																						
City: _____	State: Maryland	ZIP: _____																																				
Phone: _____	FAX: _____	Email: _____																																				
Subcontractor Services Provided:																																						
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Invoice #</u>																																				
1.																																						
2.																																						
3.																																						
4.																																						
Total Dollars Paid: \$ _____																																						
	<u>Invoice Amt</u>	<u>Invoice #</u>																																				
1.																																						
2.																																						
3.																																						
4.																																						
Total Dollars Unpaid: \$ _____																																						
Prime Contractor: _____		Contact Person _____																																				

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

MBE Liaison Officer
Department of Information Technology
Procurement Unit
45 Calvert Street, 4th Floor
Annapolis, MD 21401
MBEOfficer@doit.state.md.us

Signature: _____ Date: _____
(Required)

PRICING INSTRUCTION FORM

A. Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and a Price Proposal Form have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

The price proposal form is used to calculate the Offeror's TOTAL PRICE PROPOSED.

- A) All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15
- B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) All goods or services required or requested by the State and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**. Every blank in the price form shall be completed, nothing shall be entered on the price proposal form that alters or proposes conditions or contingencies on the prices.
- E) It is imperative that the prices included on the Price Proposal Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Price Proposal Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

Price Proposal

Call /Contact Center Services – Project #060B0400003

Operator Call, 122,000/yr	x	\$____/minute	x	assume 3 min/call	=	\$____/yr One
Operator Call, 122,000/yr	x	\$____/minute	x	assume 3 min/call	=	\$____/yr Two
Operator Call, 122,000/yr	x	\$____/minute	x	assume 3 min/call	=	\$____/yr Three
Operator Call, 122,000/yr	x	\$____/minute	x	assume 3 min/call	=	\$____/yr Four
Operator Call, 122,000/yr	x	\$____/minute	x	assume 3 min/call	=	\$____/yr Five
IVR, 6500/yr	x	\$____/unit			=	\$____/yr One
IVR, 6500/yr	x	\$____/unit			=	\$____/yr Two
IVR, 6500/yr	x	\$____/unit			=	\$____/yr Three
IVR, 6500/yr	x	\$____/unit			=	\$____/yr Four
IVR, 6500/yr	x	\$____/unit			=	\$____/yr Five
IVR voicemail 500/yr	x	\$____/unit			=	\$____/yr One
IVR voicemail 500/yr	x	\$____/unit			=	\$____/yr Two
IVR voicemail 500/yr	x	\$____/unit			=	\$____/yr Three
IVR voicemail 500/yr	x	\$____/unit			=	\$____/yr Four
IVR voicemail 500/yr	x	\$____/unit			=	\$____/yr Five
Email 3,500/yr	x	\$____/unit			=	\$____/yr One
Email 3,500/yr	x	\$____/unit			=	\$____/yr Two
Email 3,500/yr	x	\$____/unit			=	\$____/yr Three
Email 3,500/yr	x	\$____/unit			=	\$____/yr Four
Email 3,500/yr	x	\$____/unit			=	\$____/yr Five
Mailings, 20,000/yr	x	\$____/unit			=	\$____/yr One
Mailings, 20,000/yr	x	\$____/unit			=	\$____/yr Two
Mailings, 20,000/yr	x	\$____/unit			=	\$____/yr Three
Mailings, 20,000/yr	x	\$____/unit			=	\$____/yr Four
Mailings, 20,000/yr	x	\$____/unit			=	\$____/yr Five

GRAND TOTAL - FIVE YEARS \$____ Total

Please note: Calculation values provided are best-guess estimates for evaluation purpose only, and should not be construed as actual billing base. Rates proposed will be actual price to be paid by the State.

Signature/Title

Date

Printed Name

Company Name

FEIN #

ATTACHMENT F – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. 060B0400003
Call Center Services**

A Pre-Proposal Conference will be held at 10:00 AM on December 22, 2009, at 45 Calvert Street, Annapolis, Maryland 21401, Room 427. Please return this form by December 17, 2009 advising whether or not you plan to attend.

Return via email this form to the Procurement Officer:

Gisela Blades
gisela.blades@doit.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Signature

Title

DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.

- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT G – AGENCY-SPECIFIC INFORMATION AND REQUIREMENTS

One: Department of Housing and Community Development (DHCD)

DHCD expects to use call center services for the following hot lines:

- A) More House 4 Less (Maryland Mortgage Program) Information Line 800-638-7781
8:00 a.m. to 8:00 p.m. Monday through Saturday, 360 IVR and 516 operator calls/month, average three minutes/call.
Callers inquire about State's homebuyer assistance programs. General information provided; also capture name/address so DHCD can send out information packets.
- B) Accessible Homes For Seniors Information Line 1-866-602-0064
8:00 a.m. to 8:00 p.m. Monday through Saturday, 5 IVR and 21 operator calls/month, average three minutes/call.
Callers inquire about State's homebuyer assistance programs. General information provided; also capture name/address so DHCD can send out information packets.
- C) Home Owners Preserving Equity (HOPE) Hotline (Foreclosure prevention information line) – 877-462-7555,
8:00 a.m. to 8:00 p.m. 7 days a week, 100 IVR and 2,300 operator calls/month, average seven minutes/call.
Callers' specific situations are assessed (via a script/Intake Form) and appropriate referrals for assistance resources are provided to caller.
- D) Housing Reconnect Number - 877-775-0357
8:00 a.m. to 8:00 p.m. 7 days a week, 20 IVR and 100 operator calls/month, average five minutes/call.
Calls are from occupants (both owners and renters) of properties that are 45-days from foreclosure, and who have received a notice of their impending foreclosure. Callers' specific situations are assessed (via a script/Intake Form) and appropriate referrals for resources to assist the caller with finding other options for housing are provided to caller.

Voice Mail Requirements, All Numbers:

- Off hours and when the Call Center staff may be at capacity – calls will go into the Call Center's voice mail Interactive Voice Response (IVR). For these calls, the Call Center will return the calls and perform the intake assessment and referral process as described above.

Fulfillment Requirements:

- None per se; any requests by callers for printed information are fulfilled by DHCD. Call center to assist by electronically (via email) transmitting daily a WORD document formatted for mailing labels for those callers indicating that they want printed information mailed to them (More House 4 Less and Accessible Homes for Seniors only).

Agency Specific Service Level Requirements: For the HOPE Hotline and Housing Reconnect number, Call Center operators must be trained to offer sensitive, compassionate and patient customer service, as many callers may be in a state of distress due to the possibility of losing ownership of their home.

Detailed Service Description

- A) More House 4 Less (Maryland Mortgage Program)

- Calls are typically information requests about mortgage home loans stimulated by newspaper, radio, or TV advertising or through other sources, such as referrals from friends, government agencies, rental offices, etc.
- The Call Center will determine if the caller is requesting general information or trying to reach a specific individual at DHCD. If the caller is trying to reach a specific individual, the Call Center will transfer the caller directly to DHCD via a toll-free number. The Call Center employee will stay on the line until the transfer is completed.
- For general information calls, the Call Center will capture the following information: date and time of call; caller's full name, address, and telephone number; source of referral, and if the call was transferred to DHCD. Additional fields may be added at the discretion of DHCD.
- For general information calls, the Call Center will let the caller know that they will receive an information packet in the mail and will attempt to give the caller the address of the More House 4 Less website so that they can access loan information more quickly if they wish.
- For general information calls, the Call Center will determine if the mailing of a resource information packet will satisfy the needs of the caller. If the caller would like immediate answers to questions, the Call Center will transfer the caller directly to DHCD via a toll-free number. The Call Center employee will stay on the line until the transfer is completed.
- The Call Center will send a daily e-mail file in ACCESS or Excel showing the detail for all calls received for the previous day: date and time of call; type of call (general information or trying to reach a specific person; caller's full name, address, and telephone number; source of referral, and if the call was transferred to DHCD. Additional fields may be added at the discretion of DHCD.

B) DHCD Accessible Homes for Seniors

- The Call Center will handle an estimated average of 30 two to three minute calls a month. Calls are information requests about DHCD's Accessible Homes for Seniors loan program stimulated by brochures, newspaper, radio advertising, or through other sources, such as referrals from friends, government agencies, etc.
- Callers who want to apply for their program should contact their local area Agency on Aging. The local aging offices will perform the actual eligibility determination and application intake. Therefore, callers should primarily be directed to their applicable area Office of Aging agency.
- Callers are also provided an option to leave their name and address and DHCD will mail a brochure to them.
- The Call Center will capture the following information: date and time of call; caller's full name, address, and telephone number; source of referral, and if the call was transferred to DHCD. Additional fields may be added at the discretion of DHCD.
- If the caller would like immediate answers to questions, the Call Center will transfer the caller directly to DHCD. The Call Center employee will stay on the line until the transfer is completed.
- The Call Center will send a daily e-mail file in ACCESS or Excel showing the detail for all calls received for the previous day: date and time of call; caller's full name, address, and telephone number; source of referral, and if the call was transferred to DHCD. Additional fields may be added at the discretion of DHCD.

C) HOPE Hotline

- Daily incoming calls will increase during the peak of our marketing efforts with an approximate average of 10 minutes per call. Calls are typically from persons seeking resource information and assistance with preserving the ownership of their homes and preventing foreclosures. The calls are stimulated through DHCD's outreach and marketing efforts (newspaper,

radio, or TV advertising), and public appearances by the Governor or the Secretary of DHCD, or through other sources such as referrals from friends, etc.

- DHCD will provide the Call Center with an in-take, interview and assessment form (the "HOPE Hotline Intake Form"). The Intake Form captures information critical to DHCD's reporting purposes and to assess its marketing efforts. The information captured also helps Call Center staff to determine the appropriate resource referral. Types of data captured include: caller's full name, address, telephone number, current status of caller's mortgage (i.e. late, and if so, how many months, not late, in foreclosure), type of loan they have, name of current lender/servicer, source of finding out about the HOPE Hotline and, resource to which the caller is referred.
- Based on the information captured during the intake, interview and assessment process, Call Center will determine the most appropriate resource to refer the caller. The referral resources are listed in their entirety on the last page of the Intake form, and include resources such as:
 - Caller's current lender/servicer (to pursue loss mitigation strategies)
 - A DHCD-approved lender for a refinancing mortgage product (Lifeline or Homesaver)
 - Housing counseling agency (listing of appropriate agencies to be provided by DHCD)
 - Maryland Department of Labor, Licensing and Regulation (for predatory lending issues, refinance/foreclosure scams or general information about foreclosure laws)
 - United Way 211/First Call for Help or other social service agencies for crisis intervention.
- DHCD will provide product knowledge and referral resource training to the Call Center's Information Specialists (operators).
- If the caller is requesting general information only on the HOPE initiative and does not need or desire to be referred to a particular resource, the Call Center will direct the caller to visit DHCD's HOPE website www.mdhope.org.
- Call Transfer - if the caller has complaints or has a situation which the Call Center needs DHCD's assistance with assessing the appropriate referral resource, the Call Center will transfer the caller directly to DHCD staff via a toll-free number (listing of DHCD staff names/numbers provided on Intake Form). The Call Center employee will stay on the line until the transfer is completed to ensure a "live" connection.
- The Call Center will be provided with access through DHCD's web portal to the database that contains the Intake Form. Call Center staff is to input data directly into DHCD's form via the web access. The data entered into the Intake Form will automatically populate DHCD's caller intake information database. Therefore, the only system requirements needed is for the Contractor to have the ability to access the internet via Internet Explorer 6.0 or greater. We do not need any extra software components or add-in's installed. The Contractor would access the DHCD HOPE Hotline Intake Form through DHCD's web portal; DHCD provides them with the appropriate authentication and password in order to access the intake form. The data entered by the vendor in the intake form via the web portal is captured in a database set up by DHCD.
- Reports to Capture Intake Data –DHCD will maintain access at all times to the Intake Form database (where the data is being captured) and will, therefore, be able to directly generate reports on caller's intake data.
- Hours of Operation - the Call Center will provide coverage of the HOPE Hotline as follows:
 - Live coverage seven days a week 8:00 a.m. to 8:00 p.m.
 - Off hours and when the Call Center staff may be at capacity – calls will go into the Call Center's voice mail Interactive Voice Response (IVR). For these calls, the Call Center will return the calls and perform the intake assessment and referral process as described above.

D) Housing Reconnect Hotline: Housing Transition Assistance for Occupants Facing Foreclosure

- Calls will be from occupants (both owners and renters) of properties that are 45-days from foreclosure, and who have received a notice of their impending foreclosure. The number of calls may be higher initially.
- DHCD will provide the Call Center with an in-take, interview and assessment form. The Intake Form captures information critical to DHCD's reporting purposes and assists Call Center staff in determining the appropriate resource referral. Types of data captured include the caller's full name, address, telephone number, duration of residence at the property and status of rental payments.
- Based on the information captured during the intake, interview and assessment process, the Call Center staff will determine the most appropriate resource to refer the caller. The referral resources are listed in their entirety on the Intake form and attached "Resources for Renters" document, but include resources such as:

Rental Allowance Program

The Maryland Housing Search housing locator website (www.mdhousingsearch.org) and call center for location of rental property.

Legal assistance

Maryland Department of Labor., Licensing and Regulation (for predatory lending issues, refinance/foreclosure scams or general information about foreclosure laws)
United Way 211/First Call for Help or other social service agencies for crisis intervention.

- DHCD will provide product knowledge and referral resource training to the Call Center's Information Specialists (operators).
- Call Transfer – if the caller has complaints or has a situation that necessitates assistance from DHCD in identifying the appropriate referral resource, the Call Center will transfer the caller directly to DHCD staff via a toll-free number listing of DHCD staff names and numbers provided on the intake form). The Call Center employee will stay on the line until the transfer is completed to ensure a "live" connection.
- The Call Center will maintain data from the intake form in order to produce periodic reports to DHCD.
- Hours of Operation – the Call Center will provide coverage of the Housing Reconnect Hotline as follows:
 - Live coverage seven days a week from 8:00 am to 8:00 pm;
 - Off hours and when the Call Center staff may be at capacity – calls will go into the Call Center's voice mail Interactive Voice Response (IVR). For these calls, the Call Center will return the calls and perform the intake assessment and referral process as described above.

Samples of Referral Verbiage:

Resources for Renters evicted from Foreclosed Rental Property Find New Housing

Quickly:

- For emergency support services, call United Way's 211/First Call for Help at 1-800-492-0618, or, in most regions, 211.
- In case of an immediate crisis, the Department of Human Resources' (DHR) Emergency and Transitional Housing Programs has a Directory of Maryland Emergency Shelters and Transition Housing Programs. Contact DHR's Office of Transitional Services at 1-800-332-6347, 410-767-7329, or TTY 1-800-925-4434 or view the Directory of Maryland Emergency Shelters and Transition Housing Programs: <http://www.dhr.state.md.us/transit/pdf/homelist.pdf>.
- A list of Housing Counseling Agencies is available on www.mdhope.org. Call to set up an appointment with a housing counselor who will be able to offer advice and help with referrals to service providers.
- To find rental housing, log on to www.mdhousingsearch.org or call **1-877-428-8844** for a list of rental properties in your desired area.
- Contact your local housing agencies or local departments of social services (www.dhr.state.md.us) for other assistance.

Get Rental Assistance:

- You may be eligible for DHCD's Rental Allowance Program. If your income is at or below 30% of area median income, you may qualify for assistance. For information regarding income limits, please visit: <http://www.dhcd.state.md.us/Website/programs/rap/document/RAP%20Program%20Income%20Limits%202008.pdf>. Visit <http://www.dhcd.state.md.us/Website/programs/rap/agency.aspx> for a list of local administering agencies that may be able to assist you with the Rental Allowance Program.
- If you are a person with disabilities who receives no more than \$15,000/year total income, you may be eligible for the Bridge Subsidy Demonstration Program. This program is available if you currently live or are willing to live only in the following jurisdictions: Allegany Co., Caroline Co., Carroll Co., City of Cumberland, Dorchester Co., Frederick Co., City of Frederick, Garrett Co., Howard Co., Harford Co., Kent Co., St. Mary's Co., Somerset Co., Talbot Co. (excluding the Town of Easton), Washington Co., Wicomico Co., Worcester Co. To apply for this program, please contact one of the following:
 - For disabilities related to a mental illness, please call: MD Mental Hygiene Administration – Penny Scrivens (410-402-8476).
 - For developmental disabilities, please call: MD Developmental Disabilities Administration – Diane Dressler (410-767-5568).
 - For other questions, please contact: Maryland Department of Disabilities at **1-800-637-3113**.

Know Your Rights:

Know your rights under the law regarding the loss of your rental. Utilize the following resources:

- Baltimore Neighborhoods, Inc.: 1-800-487-6007, www.bni-maryland.org
 - *(If you are a Baltimore City resident, eviction procedures changed at the end of 2007. Please visit: (<http://www.bni-maryland.org/programsandservices/tenantlandlord/CombinedEvictionBookletFeb08.pdf> for BNI's eviction booklet for landlords and tenants.)*
- Maryland Legal Aid (13 offices around MD): 1-800-999-8904, www.mdlab.org
- Civil Justice, Inc.: 410-706-0174, www.civiljusticenetwork.org
- In Allegany County: Allegany Law, 301-722-3390, <http://alleganylaw.net>
- In Montgomery County: Montgomery County Bar Association, 301-424-7651, <http://www.montbar.org>
- In Prince George's County: Community Legal Services, (301) 864-8353, <http://lawfoundationpg.org>

To report Fraud or Predatory Lending, Call:

- The MD Dept. of Labor, Licensing and Regulation (DLLR): 410-230-6097 or 410-230-6100, www.dllr.state.md.us.

Two: Department of Health and Mental Hygiene (DHMH)

Office of Health Services: Long Term Care & Waiver Services

Required Hours of Operation:

8:00 a.m. – 5:00p.m. Monday-Friday except for State holidays.

Services Required:

No IVR

Operator: 1,366/month, five minutes/call average

Mailings: 18,840 average per year

Maintains registries for 3 waivers (Autism, Living at Home, and Older Adults)

Detailed Service Description:

Calls can be informational in nature. Consumers call to inquire about the waiver programs and the registries. Other calls are specifically to place an individual on the registry, which requires the operator to obtain information including the name of individual to be placed on the registry, date of birth, social security number, address, etc. In addition, the operator requests caller information.

DHMH, Long Term Care and Waiver Services, requires an external call center to process Home and Community Based Waiver registry requests, and to maintain and monitor these registries.

The specific tasks to be completed under this project are:

INFORMATION COLLECTION AND CUSTOMER SERVICE REPRESENTATIVES (CSRS)

- Staff and operate a toll-free call center during the hours of 8:00 am to 5:00 pm, Monday through Friday. A recorded message is provided at all other times indicating the hours of operation and requesting that the caller call back during regular business hours.
- Using scripts developed by DHMH, CSRs inform callers of the types of waiver services available, describe the need for the registry, and review the registry process with the caller.
- CSRs collect the individual's name, current address, county, date of birth, social security number, residence (nursing home or community), waiver of interest, and the name of representatives and their contact information. All interested individuals may be placed on the registry regardless of their income or functional status (there is no eligibility screening done at the time of the call.)
 - Individuals in nursing homes whose services have been paid by Medicaid for 30 days are immediately eligible to apply for waiver services. If a caller indicates "nursing home" as residence, the CSR will collect the caller's information AND redirect the caller to the appropriate administering State agency for more information.
 - An individual's name may be on the registry more than once and may be on more than one Registry.
- CSRs will provide individual's registry placement positions for callers. Callers must indicate the registrant's name and either social security number or date of birth.
- CSRs will update contact information for callers.
- CSRs will NOT alter a registrant's registry date and time.

REGISTRY UPDATES

- Contractor will date and update existing registrants' original contact information and enrollment dates per instructions from a designated staff person at DHMH.
- Contractor will add new registrants and contact information at enrollment dates per instructions from a designated staff person at DHMH.
- Contractor will remove requesters from the registry per instructions from DHMH, documenting the reason for removal.

MAILINGS

- Contractor will update all form letters per instructions from DHMH.
- Documents and mailers/envelopes are provided by DHMH. Contractor will inform DHMH when mailing supplies are low.
- VERIFICATION LETTER: Contractor will mail the registrant and representative an initial requester package that contains documents developed and provided by DHMH:
 - Letter (with fills) confirming that the requester is on the Registry
 - Waiver fact sheet
 - Registry rights and responsibility fact sheet
 - Any other documents DHMH specifies.
- INITIAL APPLICATION LETTER: Contractor will mail a number, supplied by DHMH, of applications and information packets to registrants and representatives in order of enrollment date. This packet will include:
 - Letter developed by DHMH with fills from the Registry.
 - Other documents as determined by DHMH.
- SECOND APPLICATION LETTER: DHMH will contact Contractor to ask that second letters are mailed to individuals who did not respond to the initial application. This packet will include:
 - Letter developed by DHMH with fills from the Registry.
 - Other documents as determined by DHMH.
- All fulfillment packages will be stuffed, labeled, and postage applied by Contractor. Contractor will pass through postage costs to DHMH.
- For all returned mail, Contractor will attempt to contact the registrant and/or representative to obtain a current address and telephone information, and then re-mail all documents.

OTHER

- Contractor will conduct a purge of the registry, initiated by DHMH, requiring requesters who have been on the Registry for more than one year to respond to a letter developed by DHMH and mailed by Contractor. Requesters also may call the toll-free number to validate that they should remain on the list.
- Contractor will produce monthly reports developed in coordination with DHMH. Currently, monthly reports include call volume, registry removal, and registry count report (by jurisdiction). Contractor will email DHMH the previous month's reports during the first week of the following month (i.e. June Report is due July 1 – 7).
- Contractor will email DHMH a complete copy of each registry during the first week of each month.

- Contractor will generate and email to DHMH a list of all enrollees and representatives for each waiver as requested.
- Read only access to the application via the Internet will be provided to designated persons at DHMH.

Three: Department of Budget and Management/ Department of Information Technology

Required Hours of Operation:

IVR: 24/7 basis 365 days per year and 366 leap year, 53 IVR calls/month total

Operator: 8:00 A.M. to 8:00 P.M. 5,844 calls /month total, two to three minute call average

Detailed Service Description:

Maryland General Information Number – DoIT maintains a toll free number, 1-800-MDINFO1 that is answered daily by the Call center between 8:00 A.M. and 8:00 P.M. Citizens are provided information and/or transferred to the appropriate agency thus reducing multiple calls to contact a specific agency for services.

DBM – Central Collections Unit (CCU) - DoIT maintains a toll free number on behalf of the Department of Budget and Management – CCU. Provides information to Maryland citizens about their delinquent debts owed to the State and process for payment /disputes of those debts. Calls volume can increase from CCU Call Center overflow.

Office of the Public Defender (OPD) – DoIT maintains a toll free number on behalf of the Office of the Public Defender. The citizens of Maryland can obtain information about Public Defenders office locations and the processes for obtaining their services.

Voice Mail Requirements:

No voice mail requirements are anticipated.

Fulfillment Requirements:

No fulfillment requirements are expected.

ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.

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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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 DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

_____ Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT J – to be provided by Request