

ATTACHMENTS

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ATTACHMENT A—Contract

CALL CENTER SERVICES CONTRACT

THIS CONTRACT is made this _____ day of _____, 2004 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**

IN CONSIDERATION of the premises 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 _____.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management.
- 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 Center/Contact Center Services No. 050R4800165.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Contractor shall provide Call Center/Contact Center Services. The services shall be provided in accordance with this Contract and the following exhibits, which are attached 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 – Request for Proposals –Project No. 050R4800165
- Exhibit B – Contractor’s Technical Proposal dated _____.
- Exhibit C - Contractor’s Financial Proposal dated _____.
- Exhibit D – State Contract Affidavit Addendum.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

The Contractor shall begin providing services under this Contract upon receipt of a Notice to Proceed from the Contract Manager. The term of this Contract is for a period of three years commencing on the date that the Department executes this contract and terminating three years from that date. The State, at its sole option, shall have the unilateral right to extend the contract for two (2) additional successive one-year terms.

4. Consideration and Payment

4.1 (a) In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____ . Contractor shall notify Procurement Officer, in writing, at least 60 days before payments reach the specified amount. After notification from the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

[Functional Area No. 1: (b) The Contractor shall be paid by the State a flat rate per call for each agency call center. In the event that the aggregate calls over all agency fields exceeds 400,000 during the course of the twelve (12) month period beginning with June 1, 2004 and each anniversary thereafter, the flat rate per call paid to Contractor shall be adjusted as provided in the Financial Proposal.

(c) In the event that the State exercises the option to add Maryland Transit Authority (MTA) call center overflow to the Contractor's scope of work, the Contractor shall be paid by the State a flat rate per call for MTA call center overflow calls. In the event that the State exercises the option to add survey calls to the Contractor's scope of work, the Contractor shall be paid by the State a flat rate per question per survey call in accordance with the Financial Proposal.

(d) In the event the State exercises its option to extend the Contract for additional one (1) year terms, the flat rate at which the Contractor is paid may be adjusted as provided in Section 1.4 of the RFP.]

[Functional Area No. 2: (b) The Contractor shall be compensated at a flat rate per reservation and cancellation by consumers using the call center services in accordance with the Financial Proposal.]

4.2 Each invoice must reflect the Contractor's federal tax identification number, which is _____ . Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor in accordance with the provisions of the RFP. 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, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Invoices should be submitted to the using Agency point-of-contact, with a copy to the Contract Manager in the form specified in the RFP.

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.

5. Personnel

Contractor agrees that personnel identified in its proposal shall be assigned to the Contract for the duration of the Contract, including any extension, unless such personnel are no longer employed by the Contractor.

6. Rights to Records

6.1 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 with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created 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 Department, 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.

6.3 The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any records, equipment, software or other property provided by the State to the place designated by the Procurement Officer.

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 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, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (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 Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

10. Indemnification

10.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

10.2 The State of Maryland 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 of Maryland as defined under State Government Article section 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, as from time to time amended, 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

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

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 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 Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

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 of Maryland 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 of Maryland 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 the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in 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, as from time to time amended, 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 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-104, of the 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 under 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 final payment by the State of Maryland 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.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland 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 of Maryland, 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 of Maryland, 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. Administrative

28.1 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 Agreement shall be referred to the Procurement Officer for determination.

28.2 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: Department of Budget and Management
Office of Telecommunications
301 West Preston Street
Baltimore, MD 21201
Attention: Sandy Smith, Contract Officer, State of Maryland

If to the Contractor: _____

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

CONTRACTOR

MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT

By:

By: Ellis Kitchen, Chief
Office of Information Technology

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this _____ day
of _____ 2004.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

BID/PROPOSAL AFFIDAVIT 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. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), 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):

C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) 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 arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) 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 subsection (a), (b), (c), or (d) above;

(f) 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;

(g) 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 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):

D. 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, or any of its employees directly involved in 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):

E. 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):

F. 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.

G. 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.

H. 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—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 Administrative Board of Election Laws 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.

J. 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 §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(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 21.08.06.

K. 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.

L. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: __ (Authorized Representative and Affiant) __

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

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

050R4800165

STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
INSTRUCTIONS AND FORMS

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve a five (5) percent minority business enterprise (MBE) subcontracting goal as stated in the Request for Proposals. MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. 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 Department of Transportation that a legal entity is a minority business enterprise.
- ◆ MBE Liaison is the employee designated to administer the 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 in order to have its contract participation counted under the Department's MBE program.

MBE GOAL

An overall MBE subcontract participation goal of 5 percent of the total revenue paid to the State has been established for this procurement.

- ◆ By submitting a response to this solicitation, the bidder or Offeror agrees that the goals of the contract will be performed by certified minority business enterprises as specified.
- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or Offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. If a bidder or Offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.
- ◆ 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 MBE Liaison. If the apparent awardee fails to return each completed document within the required time, the award is voidable.

(1) Outreach Efforts Compliance (Attachment D-2)

(2) MBE Participation Schedule (Attachment D-3)

(3) Subcontractor Project Participation Statement (Attachment D-4)

(4) Any other documentation required by the Department's MBE Liaison to ascertain Offeror responsibility in connection with the certified MBE participation goal.

CONTRACT ADMINISTRATION REQUIREMENTS

While performing any services the Contractor shall:

1. Submit monthly to the Department a reporting listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6).
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. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with technical proposal)
- D-2 Outreach Efforts Compliance (must be submitted by contract awardee within 10 working days of notification of apparent award.)
- D-3 MBE Participation Schedule (must be submitted by contract awardee within 10 working days of notification of apparent award.)
- D-4 Subcontractor Project Participation Statement (must be submitted by contract awardee within 10 working days of notification of apparent award.)
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences.)
- D-6 Subcontractor Payment Report (submitted monthly after contract commences.)

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION
AND FAIR SOLICITATION
AFFIDAVIT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800165, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 5 percent. I commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.
3. 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.
4. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to 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

OUTREACH EFFORTS COMPLIANCE
STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800165, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract 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 conference
 No pre-bid conference was held.

_____ By: _____
Bidder/Offeror Name

_____ Name, Title
Address _____
Date _____

ATTACHMENT D-3

MBE PARTICIPATION

SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ _____
 MBE Firms Total Percentage Overall _____ %
 African American MBE Dollar Amount \$ _____
 African American MBE Percentage _____ %
 Women MBE Dollar Amount \$ _____
 Women MBE Percentage _____ %

List Additional MBE Subcontractors Or Provide
 Any Additional Comments on Separate Paper.

Document Prepared By: (please print or type)
 Name: _____ Title: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in

 Prime Contractor Name
 conjunction with Solicitation No. 050R3800366, it and _____,

 Subcontractor Name
 MDOT Certification No. _____, intend to enter into a contract by which
 Subcontractor shall: (describe work) _____

 _____,

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

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

ATTACHMENT D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
 Prime Contractor Unpaid MBE Invoice Report – 050R3800366
To be Completed Monthly by Prime Contractor

Report Month/Year _____
Report due by 15th of following month.

Contract # _____
 Contracting Unit _____
 Contract Amount _____
 MBE Subcontract Amount _____
 Contract Begin Date _____
 Contract End Date _____
 Services Provided _____

Prime Contractor Name _____	Contact Person _____
Address _____	
City _____	State _____ Zip _____ Phone _____ Fax _____
Subcontractor Name _____	
Contact Person _____	
Address _____	
City _____	State _____ Zip _____ Phone _____ Fax _____
Subcontractor Services Provided _____	
List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.	
1. _____	
2. _____	
3. _____	
Total Amount Unpaid \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate report forms.

Return one (1) copy of this form to each of the following addresses:

Project Management Office
 Maryland Department of Budget & Management

Office of Information Technology
 45 Calvert Street
 Annapolis MD 21401

and to:
 Joel Leberknight, MBE Coordinator
 Maryland Department of
 Budget & Management
 Procurement Unit
 45 Calvert Street
 Annapolis, MD 21401

Signature: _____ Date: _____

ATTACHMENT D-6
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Subcontractor Payment Report – 050R4800165
To be Completed Monthly by MBE Subcontractor

Report Month/Year _____
Report due by 15th of following month.

Contract #	_____
Contracting Unit	_____
Contract Amount	_____
MBE Subcontract Amount	_____
Contract Begin Date	_____
Contract End Date	_____
Services Provided	_____

MBE Subcontractor Name _____ MDOT Certification # _____	
Contact Person _____	Address _____
City _____ State _____	Zip _____ Phone _____ Fax _____
Subcontractor Services Provided _____	
List all payments received from Prime Contractor in the preceding 30 days	List dates and amounts of any outstanding invoices.
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
Total Dollars Paid \$ _____	Total Dollars Unpaid \$ _____
Prime Contractor Name _____ Contact Person _____	
Address _____	
City _____ State _____	Zip _____ Phone _____ Fax _____

Return one (1) copy of this form to each of the following addresses:

Project Management Office
Maryland Dept. of Budget & Mgt.

Office of Information Technology
45 Calvert Street
Annapolis MD 21401

and to:
Joel Leberknight, MBE Coordinator
Maryland Dept. of
Bud. & Mgt.
Procurement Unit
45 Calvert Street
Annapolis, MD 21401

Signature: _____ Date: _____

ATTACHMENT E—Pre-Proposal Conference Response Form

**Project No. 050R4800165
STATE OF MARYLAND Call Center Services**

A Pre-Proposal Conference will be held at 10:00 AM, on December 16, 2003, at 45 Calvert Street, Annapolis, MD 21401, Room 427. Please return this form by December 15, 2003 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Gisela Blades at 410.260.7678
Return or fax this form to the Procurement Officer:

Gisela Blades
Department of Budget and Management
45 Calvert Street, Room #119
Annapolis, MD 21401

Fax # (410) 974.3274

Please indicate:

Yes, the following _____ (Company Name) representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature
Title

CONTACT NAME
CONTACT PHONE NUMBER

ATTACHMENT F—BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract20.....
Contract Number:	Date Bond Executed
20.....

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

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

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

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

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

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

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

In Presence of: Individual Principal
 Witness
as to(SEAL)

In Presence of: Co-Partnership Principal
 Witness
(SEAL)
 (Name of Co-Partnership)
as to By:(SEAL)
as to(SEAL)
as to(SEAL)

Corporate Principal

 (Name of Corporation)
 Attest:as to By:CORPORATE
 Corporate Secretary President SEAL

.....
 (Surety)
 Attest:(SEAL) By:CORPORATE
 Signature SEAL

Bonding Agent's Name:.....
 Agent's Address.....
 (Business Address of Surety)

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

 Asst. Attorney General

ATTACHMENT G—Security Policy

AVAILABLE IN ELECTRONIC FORMAT

See Department of Budget and Management Web Site

www.dbm.maryland.gov

ATTACHMENT H—Current Call Center Statistics

Programs	Avg. # of Calls/Mo.	Avg. Talk Time/Mo. (sec.)	Hours of Operation	Notes
Maryland General Information	136	52	8am-8pm, M-F	
DBM-CCU	1,741	127	8am-5pm, M-F	
DHMH Bioterrorism	135	97	8am-8pm, M-F 9:30am-6pm, S&S	Weekend hours ended April 2003
DHMH West Nile Virus	4,164	178	8am-8pm, M-F 9:30am-6pm, S&S	IVR program. Live answer May through October only. Live answer program discontinued for 2003.
DHR Constituent Services	7,930	107	8am-8pm, M-F	
DHR Child Support	41,885	255	8am-5pm, M-F	Average of 7,797 work orders per month.
Office of the Public Defender	1,128			
Department of Natural Resources	8,343	288	8am-8pm, M-F	
MTA	N/A	N/A	N/A	Unable to provide estimates for overflow. Volumes will vary depending upon the crisis.

ATTACHMENT I — DHR Child Support Current Call Center Statistics

Jurisdictions	Avg. Monthly Calls YTD	Avg. Monthly Work Orders YTD for Enf.	Avg. Monthly Work Orders YTD For Est.	Hot Calls YTD
Allegany	1,203	9	0	26
Anne Arundel	3,688	694	115	3,061
BCOCSE	4,917	191	26	473
Baltimore Co.	6,485	1,287	423	2,694
Calvert	1,031	173	11	690
Caroline	663	119	16	392
Carrol	150	16	2	5
Cecil	95	10	1	26
Charles	267	25	4	48
Dorchester	650	138	12	342
Frederick	271	25	3	21
Garrett	104	3	2	12
Harford	2,517	425	2	1,929
Howard	1,686	323	57	614
Kent	36	2	0	9
Montgomery	6,492	985	149	3,207
Price Georges	8,696	1,463	458	2,943
Queen Anne's	36	4	0	11
Somerset	402	73	7	104
St. Mary's	157	24	2	23
Talbot	42	5	0	2
Washington	154	18	1	22
Wicomico	1,618	315	51	849
Worcester	525	112	16	147
Totals	41,885	6,439	1,358	17,650

Product Line	Calls Received YTD	Calls Answered YTD	Calls Abandoned YTD	Abandoned Rate YTD
Spanish ACD Line	7,135	6,202	933	13.10%
English ACD Line	563,147	519,605	43,542	7.70%
Total	570,282	525,807	44,475	7.80%

ATTACHMENT J — Current Vendor Platform

Maryland Project Equipment							
Location	Item	Description of unit	Purpose	Project	Ownership		
Beltsville	Desktop	Compaq/Dell Dimension	Desktop unit	DHR, MDIC,DHMH	Spherix		
	Desktop	Dell Optiplex	Desktop unit	Child Support (DHR)	Spherix		
	Server	Sun Solaris 2.5	Voicetek IVR Server	DHR, Bioterrorism			
	Server	Dell Poweredge 2550	Database server	DHR	Spherix		
	Server	Dell Poweredge 2550/powervault storage	Database server	MDIC	Spherix		
	Server	4 -Dell Poweredge 2550	Web Servers	MTA	MTA		
	Gateway	IBM 300GL	Novell Gateway	DHR	DHR		
	Routers	Cisco 7500	Router	Spherix/all MD	Spherix		
	Switches	Cisco 5500	Core Switch	Spherix/All MD	Spherix		
	Switches	3Com LAN Switches	LAN closet Switch	Spherix/all MD	Spherix		
	Routers	Cisco 2600	Peer to Peer Router	MD/DHR	DHR		
	Routers	Cisco 2500	Peer to Peer Router	DBED	MD		
	Cumberland	Desktop	Compaq/Dell Dimension	Desktop Unit	MD	Spherix	
			TDD machine		MD	MD	
Routers		Cisco 7500	Router	Spherix/all MD	Spherix		
Switches		Cisco 5500	Core Switch	Spherix/All MD	Spherix		
Switches		3Com LAN Switches	LAN closet Switch	Spherix/all MD	Spherix		
server		6- Dell PowerEdge	Web Servers	MD Reserve	Spherix		
Server		Sun Solaris 2.5	Voicetek IVR Server	DHR, Bioterrorism			

All custom applications have been written in Powerbuilder 8, backended with Oracle 8 databases
 MS Exchange 5.5 is used for mail services, with MS Outlook 2000 as the client on the workstations

All application connections to MD facilities are via point-to-point T1's so there is no need for firewalls on these circuits
 A firewall (Cisco PIX 515) is used between our mailserver and the Internet connection

1 ATTACHMENT K

2

3 Standards and General Application Information for Web-based Technology:

3.32

3.33 All following standards should be incorporated to the fullest extent possible based on budget and strategic planning for any future Web-based technology. Examples and explanations follow each of the sixteen standards listed below:

3.34

1) **A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).**

Without providing alternative text, a screen reader can not read the actual image or animation and a visually impaired user will not receive the message of the image.

2) **Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.**

When displaying a media presentation, provide synchronous text alternative(s), and when possible provide for the ability to create a hard copy of this alternative.

3) **Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.**

When colors are used as a sole method for identifying a screen element or some control, persons who are color blind or have no/low vision capability may find the web page unusable. Directions such as "press the blue button" should also identify the blue button in some other manner than by just color.

4) **Documents shall be organized so they are readable without requiring an associated style sheet.**

Web pages using style sheets should be able to be read accurately by browsers that do not support style sheet and by browsers that have disabled the support for style sheets.

5) **Redundant text links shall be provided for each active region of a server-side image map.**

When a web page uses a server-side image map to present the user with a selection of options, browsers cannot indicate to the user the URL that will be followed when a region of the map is activated. Therefore, redundant text links provide access to the page for anyone not able to see or accurately click on the map.

6) **Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.**

In Client-side image maps, an active region in a picture can be assigned its own link that specifies what web page to retrieve. HTML allows each active region to have its own alternative text, just like a picture can have alternative text.

7) **Row and column headers shall be identified for data tables.**

Row and column headers should be labeled. This also affects No. 8 below.

8) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Since screen readers read left to right, and tables do not always present information by this means, it becomes important to label columns and rows in order for the screen reader to convert a table into a format which can be understood by the user. Many assistive technology applications can interpret the HTML codes for tables and will most likely be updated to read the table coding of new markup languages.

9) Frames shall be titled with text that facilitates frame identification and navigation.

Frames have been maligned; however, frames can be an asset to users of screen readers and other assistive technology if the labels on the frames are explicit. Labels such as top, bottom, or left, provide few clues as to what is contained in the frame. Labels such as 'navigation bar' or 'main content' are more meaningful and facilitate frame identification and navigation.

10) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

As designed, blinking elements and 'marquees' move across a screen causing distractions to viewers and possible seizures. By not using these devices or providing a freeze function, this will decrease adverse effects.

11) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.

When the creation of an accessible page is not possible, then it is best to provide a link to an alternative page that uses W3C technologies, is deemed accessible, has equivalent information or functionality, and is updated as often as the inaccessible version.

12) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.

As script permits the user's computer to share the processing of information with the web server, if there is no 'functional text' included with a script, a screen reader may read the content of the script itself in a meaningless mass of letters and numbers. This mass of data may be text, but it cannot be interpreted and becomes useless. When functional text is provided, that text that is read conveys an accurate message as to what is being displayed by the script.

13) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with the following:

(Note: This provision does not forbid the use of scripts or plug-ins and many of the existing products support these features. If a browser does not support these features; however, some other method of working with the web page must be

provided. This places a responsibility on the web page author to know that a compliant application exists, before requiring a plug-in.)

- a) **When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.**
- b) **Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.**
- c) **A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.**
- d) **Sufficient information about a user interface element including the identity, operation, and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.**
- e) **When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.**
- f) **Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.**
- g) **Applications shall not override user selected contrast and color selections and other individual display attributes.**
- h) **When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.**
- i) **Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.**
- j) **When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.**
- k) **Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.**
- l) **When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.**

14) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Examples of this: Provide shortcut keys to access form fields. By providing alternative short cuts located on the keyboard, forms and questionnaires can be made clear and the user who does not have the ability to manipulate a mouse will be able to continue his or her work.

15) A method shall be provided that permits users to skip repetitive navigation links.

This allows for the user of assistive technology to track the page content so that they may have the option to skip repetitive navigation links.

16) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

For security reasons or to reduce demands on a computer or its system, accessibility to pages may be further denied or concluded altogether after a specified period of time. A disability may have a direct impact on the speed with which a person can read or respond to the computer. This standard requires only that a user be notified if a process is about to time-out and then also be given the opportunity to answer a prompt asking whether additional time is required.

ATTACHMENT L

**PRICE PROPOSAL SHEET
1 RFP 050R4800165 CALL CENTER**

<u>FUNCTIONAL AREA ONE</u>		MONTHLY ESTIMATE	FULLY-LOADED flat fee per call Under 400,000 calls/yr	TOTAL	FULLY LOADED flat fee per call over 400,000 calls /yr
General Call Center					
Maryland General Information	136	X _____	= _____	_____	
DBM Central Collections	1,750	X _____	= _____	_____	
DHMH	4,500	X _____	= _____	_____	
DHR Constituent	8,000	X _____	= _____	_____	
DHR Child Support	42,000	X _____	= _____	_____	
Office of Public Defender	1,200	X _____	= _____	_____	
GRAND TOTAL		=====			
OPTION: MTA	Overflow		\$ _____/call		\$ _____
OPTION: SURVEY			\$ _____/Question		\$ _____

