

REQUEST FOR PROPOSALS (RFP)
INMATE PAYPHONE EQUIPMENT
AND SERVICES

SOLICITATION NUMBER: DPSCS Q0013001
(including Addenda #1-3)

Department of Public Safety and Correctional Services
Office of the Secretary



Department of Public Safety and Correctional Services
Office of the Secretary

Issue Date: **July 12, 2012**

NOTICE:

Potential Offerors who have received this document from the Department of Public Safety and Correctional Services' 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 mailing 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 VENDORS/CONTRACTORS**

In order to help us improve the quality of State bid 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 proposal. If you have chosen not to bid on this contract, please fax this completed form to: 410-339-4240 (Attention: Joselyn Hopkins).

Title: Inmate Payphone Equipment and Services

Solicitation Number: Q0013001

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 Contract is not something we normally provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
 - The scope of work is beyond our current capacity.
 - Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
 - We cannot be competitive. (Explain in Remarks Section)
 - Time allotted for bid/proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are prohibitive.(Explain in Remarks Section)
 - Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
 - MBE requirements (Explain in REMARKS section.).
 - Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
 - Payment schedule too slow.
 - Other: _____
2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

INMATE PAYPHONE EQUIPMENT AND SERVICES

SOLICITATION NUMBER Q0013001

RFP Issue Date: Thursday, July 12, 2012

RFP Issuing Office: Department of Public Safety and Correctional Services
Office of the Secretary

Procurement Officer: Joselyn Hopkins
Director Procurement Services
Office Phone: (410) 339-5013
Fax: (410) 339-4240
E-mail: jmhopkins@dpscs.state.md.us

Contract Type: Fixed Price, Revenue Generating, Indefinite Quantity

Proposals are to be sent to: Department of Public Safety & Correctional Services
300 East Joppa Road, Suite 1000
Towson, MD 21286
Attention: Joselyn Hopkins

Pre-Proposal Conference: Thursday, July 26, 2012 @ 1:00 PM (Local Time)
Department of Public Safety and Correctional Services
300 East Joppa Road, Conference Room, Suite 1000
Towson, MD 21286

Proposal Due Date and Time: Wednesday, September 12, 2012 @ 11:00 AM
(Local Time)

NOTE

Potential Offerors who have received this document from the Department of Public Safety and Correctional Services' 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 mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1. GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The State of Maryland provides local and long distance pay station telephone service for inmates incarcerated in the Department of Public Safety and Correctional Services' (DPSCS) Correctional facilities. The Department of Public Safety and Correctional Services is issuing this Request for Proposals to obtain a Contractor to establish a revenue generating contract for local and long distance pay station equipment and services for 25 State correctional facilities.

This RFP defines the requirements for the local equipment and local and long distance payphone services required by DPSCS. The State of Maryland requires a single Contractor to provide the following:

- Pay stations for collect local and long distance calling telephone services and a system to control, monitor and record the telephone use of the inmates of the DPSCS.
- Provide both the local and long distance services, and the equipment outlined within this RFP through its own workforce or with subcontractors.

1.2 ABBREVIATIONS AND DEFINITIONS

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

- a. Contractor - An entity selected under the procedures contained in this RFP that signs a Contract with the State.
- b. COMAR - Code of Maryland Regulations. (Available on-line at www.dsd.state.md.us).
- c. DPDS - Division of Pre-Trial Detention and Services
- d. DPSCS (or Department) - Department of Public Safety and Correctional Services
- e. FCC - Federal Communications Commission
- f. Inmate Pay Stations - Payphones that inmates have access to use for making calls.
- g. InterLATA Calls - A call that is placed within one LATA (Local Access Transport Area) and received in a different LATA.
- h. IntraLATA Calls - A call that originates and ends in the same LATA.
- i. Issuing Office - Department of Public Safety and Correctional Services/Office of the Secretary
- j. LATA - A region predefined by the telephone company and approved by the Federal Communications Commission.
- k. Local Service Area - Geographic area that telephones may call without incurring toll charges. A flat rate calling area.
- l. Local Time - Time in the Eastern Time Zone as observed by the State of Maryland.
- m. Long Distance Service. The service needed to complete telephone calls outside the local calling area at a Public Service Commission and/or Federal Communications Commission approved rate and excludes IntraLATA services
- n. Messages - Quantity (number) of calls made by a pay station
- o. MOU - The total minutes of use of a pay station minus the call set-up time.
- p. Offeror - an entity that submits a proposal in response to this RFP.
- q. PATX - Patuxent Institution
- r. Pay Stations - Coin, credit card, collect only, and other telephony equipment authorized by the State via the resulting contracts and installed by the Contractor to allow the citizens and visitors to State owned and leased property to access the Public Switched Network. Charges are collected

- at the pay station by coin, calling card or collect calls.
- s. PO - Purchase Order issued by DPSCS.
- t. Postalized - Structuring rates or prices so that they are not distance sensitive, but dependent on a single, per minute rate for a toll call.
- u. Procurement Officer - The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is identified in section 1.4.
- v. PSC - Public Service Commission
- w. RFP - This Request for Proposals for the Maryland Department of Public Safety and Correctional Services, Solicitation Number Q0013001 dated, Friday, July 13, 2012 including any amendments.
- x. SMDR - Station Message Detail Records.
- y. State Contract Manager – Individual as identified in Section 1.3 in the RFP, or any successor as may be named by DPSCS.
- z. TGR - Monthly Total Gross Revenue of a pay station for all calls made from payphones before any deductions are made for surcharges, taxes, etc., which includes both direct revenue and indirect revenue obtained from external sources, i.e., any source other than the party making the call such as surcharges on IntraLATA toll calls. This does not include additional charges unrelated to the call such as surcharges resulting from governmental obligations (FCC taxes or surcharges).
- aa. User Agency - DPSCS that receives the commission payments.
- bb. Work Hours - The State of Maryland work hours which are 8:00 am through 5:00 pm Monday through Friday, excluding State Holidays.

1.3 CONTRACT MANAGER

The individual responsible for day-to-day administration and management of the Contract issued pursuant to this RFP shall be the Contract Manager identified below:

Carroll Parrish
 Division of Correction
 7943 Brockbridge Road
 Jessup, MD 20794
 Office Phone #: (410) 379-3864
 Fax #: (410) 333-5163
cparrish@dpscs.state.md.us

DPSCS may change the Contract Manager at any time by notice to the Contractor. Technical direction shall only come from the Contract Manager.

1.4 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:

Joselyn Hopkins
 Department of Public Safety & Correctional Services
 300 East Joppa Road, Suite 1000
 Towson, MD 21286
 Office Phone #: (410) 339-5013

Fax #: (410) 339-4240
jmhopkins@dpsc.state.md.us

DPSCS may change the Procurement Officer at any time by written notice to the Contractors.

1.5 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference (Conference) will be held on **Thursday, July 26, 2012** beginning at 1:00 PM, in the DPSCS Conference Room, Suite 1000, 300 Joppa Road, Towson, MD 21286. All interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all potential Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by 4:00 PM on **Wednesday, July 25, 2012** each potential Offeror planning to attend return a Pre-Proposal Conference Response Form or email Joselyn Hopkins at jmhopkins@dpsc.state.md.us with such notice. The Pre-Proposal Conference Response Form is included as **Attachment D** to this RFP. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DPSCS shall make reasonable efforts to provide such special accommodation.

1.6 QUESTIONS

Written questions from potential Offerors shall be accepted by the Procurement Officer prior to the Conference. As reasonably possible and appropriate, such questions shall be answered at the Conference. Questions may be submitted by mail, facsimile, or preferably, by e-mail, to the Procurement Officer. Questions, both oral and written, shall also be accepted from potential Offerors attending the Conference. As reasonably possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all potential Offerors who are known to have received a copy of the RFP. A summary of all questions and answers will be posted on www.emaryland.buyspeed.com and the Department's website (www.dpsc.state.md.us).

1.7 USE OF E-MARYLAND MARKETPLACE

"E-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department

of General Services. In addition to using the DPSCS web site (www.dpscs.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the Pre-Proposal conference, Offeror questions and the Procurement Officer's responses, addenda and other solicitation related information will be provided via eMaryland Marketplace. In order to receive a contract award, a vendor must be registered on eMarylandMarketplace. Registration is free. Go here to register: <https://emaryland.buyspeed.com/>. Click on "Registration" to begin the process and follow the prompts.

1.8 PROPOSALS DUE (CLOSING) DATE

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 p.m. EDT on **Wednesday, August 15, 2012**, in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Ensure that the CDs are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date shall not be considered. Proposals delivered by facsimile or email shall not be considered.

1.9 DURATION OF OFFERS

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be posted on the DPSCS website and eMarylandMarketPlace.com, and provided to all potential Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Potential 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.

1.11 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 of Maryland. 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.

1.12 INCURRED EXPENSES

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

1.13 ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.14 PROTESTS/DISPUTES

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

1.15 MULTIPLE OR ALTERNATIVE BIDS

Multiple and alternate proposals will not be accepted.

1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE

An Offeror should identify those portions of the proposal it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, shall not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Potential Offerors are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.17 OFFEROR'S RESPONSIBILITIES

The State shall enter into a contractual agreement only with the selected Offeror(s). The selected Offeror(s) shall be responsible for all services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included in the proposal.

1.18 ORAL DISCUSSIONS

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written 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.

1.19 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 (**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.**

1.20 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it shall 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 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.

1.21 BID/PROPOSAL AFFIDAVIT

A completed Bid/Proposal Affidavit must accompany all proposals submitted by an Offeror. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.22 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror(s) shall 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 (5) business days after notification of proposed contract award.

1.23 ARREARAGES

By submitting a response to this solicitation, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, 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.

1.24 PROCUREMENT METHOD

The contract(s) shall be awarded in accordance with the Competitive Sealed Proposal process under Code of Maryland Regulations (COMAR) 21.05.03.

1.25 CONTRACT COMMENCEMENT AND DURATION

1.25.1 The Contract that results from this RFP shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works ("Contract Commencement").

1.25.2 From the date of Contract Commencement through December 31, 2012, or a later date contained

in a Notice to Proceed issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of January 1, 2013, or a later date contained in a Notice to Proceed issued by the Procurement Officer. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the date it initiates the delivery of Contract Services, on January 1, 2013, or later date as contained in a Notice to Proceed as issued by the Procurement Officer.

1.25.3 As of January 1, 2013, or later date as contained in a Notice to Proceed issued by the Procurement Officer (the “Go Live Date”) the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the commission rates and call rates contained in the Financial Proposal.

1.25.4 The duration of the contract will be from the date of Contract Commencement through December 31, 2015. The State, at its sole option, shall have the right to extend the Contract for up to two (2) additional, successive one-year terms beyond the initial term. The Contractor will keep its call surcharges and rates at or below those submitted on its Financial proposal or BAFO (if applicable) throughout the initial base term (3 years). If the State exercises any renewal option, the Contractors may adjust its call surcharges and rates as outlined in this section.

A) Price Adjustment

On January 1, 2016 and again on January 1, 2017, the Contractor shall be entitled to an adjustment to the call surcharges and rates. At least ninety (90) days prior to December 1 of the above year in question, the State shall advise the Contractor of the permitted percentage adjustment for each call surcharge and rate. Assuming the contract begins as expected on January 1, 2013, the first Option Year adjustment shall be based on the change in the Consumer Price Index from November 2015 to September 2016 (the second Option Year adjustment will be based on the CPI change from November 2016 to September 2017) as described in paragraph B below. However, the maximum annual increase for either Option Year shall be limited to 5% of the call surcharges and rates in effect at the time of the price adjustment.

B) Consumer Price Index Information

The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers (“CPI-U”), all items, base period 1996=100, no seasonal adjustment, for the month of October released approximately mid-month in November. The above information may be located at www.bls.gov.

The adjustment will be calculated as a percentage resulting from the annual change in the index from the preceding October. An example of the calculation is provided in paragraph 4. Within five (5) business days of the receipt of the State’s notice of adjustment, the Contractor shall submit a schedule of revised rates.

In the event that the BLS discontinues the use of the index described in paragraph B (1), adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

The following example illustrates the computation of percent change in Option Year 1 (assuming that Option Year starts 01/1/2016):

CPI for October 2016	136.0
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Less CPI for October 2015	129.9
Equals index point change	6.1
Divided by October 2015 CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

For service rates, the U. S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index (CPI), All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1) shall be used as the basis for a request to adjust services rates. However, in no event shall the rate increase exceed 5% of the current contract unit price. The adjustment will be calculated, as a percent of the prior year annual index number increase. The percent is derived from the difference between the prior calendar year "Annual" index number as published in the BLS-CPI and the most current year final, not preliminary, monthly index number as published by the BLS-CPI. The difference is expressed as a percentage of the prior calendar year "Annual" index number. This factor can only be used to document an increase in cost of service rates. The contractor must submit with the request: a copy of the proposed renewal rate schedule showing the current contract services rates; the services rates adjustments as calculated using the BLS-CPI, All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1); and, the proposed renewal contract services rates.

In the event that the BLS discontinues the use of the specific index indicated above or the CPI Index, the State may consider a request from the contractor for a price adjustment based upon the most comparable successor index to the CPI up to, but not to exceed, 5% for any renewal period.

For Example:

Consumer Price Index-All Urban Consumers

Series Catalog:

Series ID: CUURA311SACL1
 Not Seasonally Adjusted
 Area: Washington-Baltimore, DC-MD-VA-WV
 Item: Commodities less food
 Base Period: DECEMBER 1996=100

Data:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
2001	99.8		99.6		101.1		100.8		102.6		102.8		101.3
2002	103.4		107.1										

Most Current Final Index (2001) is 101.3

Most Recent Annual Index (Mar 2020) is 107.1

Difference is 5.8

5.8 divided by 101.3 = 5.7%

Since the resulting factor of 5.7% is larger than 5%, the contractor would be allowed to submit a 5% price adjustment request to the State for that renewal option.

1.26 CONTRACT TYPE

The contract type shall be a Fixed Price, Indefinite Quantity contract per COMAR 21.06.03.

1.27 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the form 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/GAD X-10 form is included as **Attachment K** and can be downloaded at the following URL: <http://compnet.comp.state.md.us.gad/pdf/GADX-10.pdf>.

1.28 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES

For the purposes of information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies: (1) shall constitute contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this contract; (3) shall not be binding or enforceable against the State, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser.

1.29 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:
 - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 - 2. Make a false or fraudulent statement or representation of a material fact; or
 - 3. 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.

1.30 LIVING WAGE REQUIREMENTS

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 solicitation as **Attachment J** entitled Living Wage Requirements for Service Contracts. If the Offeror fails to submit and complete the Affidavit of Agreement, 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 **\$12.49** per hour, 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 values are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least **\$9.39** per hour. 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. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

1.31 PROMPT PAYMENT TO SUBCONTRACTORS

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 and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.32 STATE ETHICS LAW

The State Ethics Law, State Government Article 15-508, applies to persons who are involved in the drafting of specifications who are prohibited from participating in the implementation of those specifications as either a prime or subcontractor.

1.33 ELECTRONIC PROCUREMENTS AUTHORIZED

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Public Safety and Correctional Services may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.28 related to EFT) and subject to the exclusions noted in section 5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 - 1. The Procurement Officer may conduct the procurement using eMaryland Marketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the RFP);
 - b. any amendments;
 - c. pre-proposal conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - f. notices of award selection or non-selection; and
 - g. the Procurement Officer's decision on any protest or Contract claim.
 - 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - a. ask questions regarding the solicitation;
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - c. request a debriefing;
 - d. submit a "No Bid Response" to the solicitation.
 - 3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section 5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial bids or proposals;
 2. filing of protests;
 3. filing of Contract claims;
 4. submission of documents determined by DPSCS to require original signatures (e.g. Contract execution, Contract modifications, etc); or
 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.
- F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the IFB, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.34 SITE VISITS

Site Visits shall be coordinated and scheduled by the Procurement Officer. The site visits will be conducted on **August 21, 2012** and **August 22, 2012** at the following locations:

Western Correctional Institution **Tuesday, August 21, 2012 @ 9:00 am (Local Time)**
Maximum Security Facility
Facility Point of Contact: AW Graham
Security Operations Unit Contact: Lt. Edwards

Maryland Correctional Institution-Jessup **Wednesday, August 22, 2012 @ 9 am (Local Time)**
Medium Security Facility
Facility Point of Contact: AW Armstead
Security Operations Unit (SOU) Contact: Lt. Edwards

Jessup Pre Release Unit **Wednesday, August 22, 2012 @ 11 am (Local Time)**
Pre-Release Facility
Facility Point of Contact: Jamila Torbit
Security Operations Unit (SOU) Contact: Lt. Edwards

Baltimore Central Detention Center **Wednesday, August 22, 2012 @ 1 pm (Local Time)**
Division of Pretrial Detention and Services Facility
Facility Point of Contact: F.A.K Bartee
Security Operations Unit (SOU) Contact: Lt. Edwards

The SOU Point of Contact will meet the vendors and the facility's Point of Contact at the main entrance of each facility at the designated time. Each facility will have the POC and at least one escort officer to take the vendors on their tour. Parking will not be an issue anywhere other than Baltimore City; so car pooling is encouraged as much as possible for that leg of the tour.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential Offerors with the geography and physical layout of the facilities with inmate payphones. Questions about the RFP should be submitted to the Procurement Officer as detailed

in Section 1.4 above.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representatives for each potential Offeror attend.

The information that must be submitted by the Offeror prior to the site visit includes a Name, Social Security Number, and Date of Birth for each representative. This will enable Security Staff in the Facility to do a brief background check that will allow them to issue a one-day pass for the tour.

Restrictions, in addition to the numbers that may tour, include the following:

- No communication devices (cell phones, beepers, Blackberries, computers, etc.) will be admitted to the Facility. The same applies to any weapons or cameras.
- No purses, bags, lunches, briefcases, or other carry-in materials more than a pad of paper and a writing instrument will be permitted in any Facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time vendor representatives will be on site).
- There will be no clothing items made from denim worn in the facilities.
- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them so they should be avoided), shorts, tee-shirts, and jeans of any material.
- No sundries can be taken into the facilities including tobacco, soda, water, other drinks, gum, candy, and snacks. If it is necessary to have some sort of food because of a medical condition, it must be carried in a clear plastic baggie for inspection by security on arrival at the Facility.

All persons participating in a tour must carry a picture ID with them (such as a driver's license).

All persons visiting should be aware that they will be searched, including electronic screening.

Some of the locations will require the touring vendors to move their cars from Facility to Facility so plans to carpool are essential as parking may be less than desirable at some locations, and difficult in the Baltimore area.

Directions to the DPSCS facilities can be found on the web at:

<http://dpscs.maryland.gov/locations/prisons.shtml>

1.35 MINORITY BUSINESS ENTERPRISES

A Minority Business Enterprise (MBE) subcontractor participation goal of 10% has been established for this solicitation. The Contractor must attempt to subcontract with certified MBE's for a total subcontract value of at least **10% of the Total Gross Revenue**. A prime Contractor, including an MBE prime Contractor, must utilize certified MBE subcontractor(s) in an attempt to meet the MBE subcontract goal. A prime Contractor comprising a joint venture that includes

MBE partner(s) must utilize certified MBE subcontractor(s) in an attempt to meet the MBE subcontract goal.

For any questions about the MBE subcontractor participating goal, proper completion of MBE Affidavits, or the MBE program in general, please contact the Procurement Officer prior to the Proposal Due (closing) Date. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of the bids or receipt of initial proposals.

The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment N, "Minority Business Enterprise Participation." Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Attachment N, "MBE Utilization and Fair Solicitation Affidavit," and "MBE Participation Schedule," must be properly completed and submitted with each Offeror's proposal. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.35 must submit a request for waiver with its proposal submission based upon making a good faith effort to meet the MBE goals prior to submission of their proposal (full or partial waiver based on the MBE subcontracting commitment that is made). **Failure of the Contractor to properly complete, sign, and submit Attachment N-1 at the time it submits its Technical Response to the RFP will result in the State's rejection of the Contractor's Proposal to the RFP. This failure is not curable.**

The current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is (410) 865-1269. The directory is also available at <http://www.e-mdot.com/>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

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SECTION 2 OFFEROR MINIMUM QUALIFICATIONS

2.1 CONTRACTOR MINIMUM QUALIFICATIONS

Each Offeror shall submit evidence in its proposal that it and any subcontractor included in its proposal is legally eligible to provide the services for which the Offeror submits a proposal, by submitting documentation of that eligibility from the Maryland PSC or the FCC.

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SECTION 3 DESCRIPTIONS OF REQUIRED SERVICES/DELIVERABLES

3.1 BACKGROUND

The DPSCS has over 2,000 pay stations spread among 25 physical correctional facilities (see Attachment E for names and locations.)

Currently, the State has an agreement with Securus Technologies to provide pay station equipment, local phone service and long distance carrier services to the pay stations within DPSCS. Under the current contract with Securus Technologies, the State's Inmate Welfare Fund receives approximately \$7 million dollars in revenue annually.

The distribution of the majority of the DPSCS pay station traffic, as presented in Attachments F, G and H can be considered typical. The number of pay stations installed in each facility ranges from 3 to 190. In addition, all 25 correctional facilities are equipped with systems, which regulate the ability of inmates to make calls based on the requirements of each facility. The pay station system also manages inmate calling privileges and provides monitoring and recording capabilities to DPSCS.

The purpose of this RFP is to ensure the acquisition of a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage within DPSCS.

The objectives of DPSCS are to ensure that inmate telephone usage is appropriately restricted and monitored, telephone harassment of victims and witnesses is prevented; staff time required to administer the system is kept to a minimum; information is maximized; commission revenue to the Inmate Welfare Fund is maximized; and call rates are provided at a reasonable cost to the inmates and their families.

DPSCS is seeking a single Contractor to provide a turnkey solution for an inmate telephone system and services. **NOTE: THE STATE SHALL NOT BEAR RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH THE INMATE TELEPHONE SYSTEM.**

3.2 MANAGEMENT ROLES AND RESPONSIBILITIES

Procurement Officer – DPSCS representative responsible for managing the solicitation and award process, change order process, and resolution of scope issues.

Contract Manager - Contract Manager will manage and coordinate all Contractor activities required by this RFP. The Contract Manager of DPSCS will oversee the activities and performance of the Contractor support personnel provided by the Contractor in support of this project.

Contractor Primary Point of Contact - A Contractor primary point of contact for the project shall be identified by the Contractor. The Contractor primary point of contact, shall during the first 15 days of every month, provide the Contract Manager with monthly report for the Contractor support activities for the previous month.

3.3 CONTRACTOR REQUIREMENTS

The Contractor shall comply with the following requirements in order to be considered responsive to the

RFP:

- 3.3.1 The Contractor shall be responsible for providing local and long-distance services (both interLATA and intraLATA) to the inmate pay stations.
- 3.3.2 The Contractor shall not charge the State of Maryland for any local and long distance telephone services, including but not limited to lines and services, pay station equipment, cable and wiring, enclosures, booths, pedestals, stands, computer hardware and software, or any other costs associated with the installation, maintenance, removal of the pay station service or preparation of implementation plan for any transition services. During the term of the contract, or any renewal options, the State of Maryland will not be responsible for the cost of any moves or changes.
- 3.3.3 The Contractor shall assure continuous availability of pay station equipment and service, twenty-four hours a day, seven days per week.
- 3.3.4 The Contractor shall meet all applicable requirements of the Telecommunications Act of 1996 (<http://transition.fcc.gov/telecom.html>)
- 3.3.5 The Contractor shall be responsible for the compliance of each installation with the Americans with Disabilities Act. Within each DPSCS building housing inmate pay stations, at least one of those pay stations shall require TTY built in.
- 3.3.6 The Contractor shall be solely responsible for collecting all revenue and including it in the TGR.
- 3.3.7 The Contractor shall ensure the collection from any coin pay station having a full box within four hours of a report that the pay station is full.
- 3.3.8 The Contractor shall be responsible for obtaining all permits and licenses necessary for the completion of installations.
- 3.3.9 All pay stations and call monitoring equipment currently installed in DPSCS facilities are to be replaced by the Contractor with new equipment, equipped with the latest technology, on a one-to-one basis. For example: if there are currently 2,000 pay stations located in the DPSCS facilities, then 2,000 are to be replaced.
- 3.3.10 The Contractor shall implement a Debit/Pre-Paid Program. This implementation shall be fully staffed and funded by the Contractor.
- 3.3.11 The Debit/Pre-Paid program shall allow inmates the option of using debit service where the funds are taken from their account or pre-paid services where the inmates' family pays for the calls.
- 3.3.12 The Contractor shall provide an on-site administrator, trained in the operation of the system, to deal with all problems concerning the inmate phone system and capable of providing requested systems and database changes within a 24 hour period, excluding weekends. Each region shall have at least one person dedicated to that specific region who can respond physically five days a week at any time. The administrator shall ensure that DPSCS remains in full compliance with the National Detention Standards for inmate calling.
- 3.3.13 System software shall be security level based and password protected.
- 3.3.14 The Contractor shall not place any advertising information on any telephone or telephone enclosure without the prior written approval of DPSCS.
- 3.3.15 The Contractor acknowledges that after initial installation, the number and style of inmate telephones may be increased, decreased or modified based on DPSCS's requirements at no cost to DPSCS.
- 3.3.16 The Contractor shall pay all royalty and license fees relating to the items covered by the contract.
- 3.3.17 In the event any third party shall claim the manufacture, use, and sale of these goods offered constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless DPSCS, and its officers and employees from any cost, expense, damage, or loss incurred in any manner by the DPSCS because of such alleged infringement.
- 3.3.18 The Contractor shall provide descriptive literature and user manuals for the proposed telephone systems.
- 3.3.19 The Contractor shall only provide FCC registered phones. The Contractor's FCC number shall be

provided as part of its' technical proposal.

3.4 INMATE TELEPHONE SYSTEM AND EQUIPMENT REQUIREMENTS

- 3.4.1 DPSCS requires the Contractor to provide a pay station system that will support administration and inmate payphone service.
- 3.4.2 The inmate telephone system shall consist of equipment designed for a correctional environment.
- 3.4.3 All telephone equipment, cabling, wiring, and installation shall meet or exceed all FCC, State, and local codes.
- 3.4.4 The system shall control the inmate pay stations and provide Station Message Detail Records (SMDR).
- 3.4.5 The system shall include recording system to capture the content of the pay station calls.
- 3.4.6 The system shall not be capable of receiving incoming calls.
- 3.4.7 The inmate telephone system shall provide outgoing collect/debit/prepaid service with no access to direct dialed or operator handled service.
- 3.4.8 The system shall not require any electrical outlets at the actual telephone set locations.
- 3.4.9 The system shall be remotely accessed by DPSCS through remote web access.
- 3.4.10 The system shall require inmates to input all individuals name from their call list along with the phone number using the Inmate Payphone System.
- 3.4.11 The system shall be capable of printing hard copies of the call list.
- 3.4.12 The system shall have the ability for inmates to create and change their own secure PIN numbers.
- 3.4.13 The system shall provide for all three call types: collect, local and long-distance.
- 3.4.14 The system shall be monitored remotely 24/7 by Contractor staff to handle all problems when the system goes down during off duty hours.
- 3.4.15 The system shall be Contractor "host" based. Recordings shall be stored in multiple locations to ensure catastrophic events do not compromise, alter or destroy the integrity of the call bank. All inmate telephone recordings shall remain the property of DPSCS.
- 3.4.16 The system shall allow an administrator to designate "Target" PINs and "Target" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Target" PINS or destination numbers, the system shall automatically call destination numbers designated by DPSCS.
- 3.4.17 These designated numbers shall include direct dial phones, staff cell and home telephones as well as pagers. Alerts to any type of phone shall prompt the recipient for a security code, and, after receiving a proper code, conference them into the call.
- 3.4.18 The recipient shall be undetected by the inmate and called party; however, the recipient shall have the ability to disconnect the call or cut into the call and talk to each party.
- 3.4.19 Alerts to pagers shall send information to the specified pager including the number being dialed and the PIN used in dialing.
- 3.4.20 The system shall allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the Contractor.
- 3.4.21 The system shall prompted personnel for a security code, when the personnel receives an alert call from the system, and then immediately be able to monitor the call in progress.
- 3.4.22 The system shall allow the chain of three numbers to be called and sequential form to alert DPSCS facility personnel.
- 3.4.23 The system shall allow the person monitoring the conversation to terminate the call in progress shall the need arise.
- 3.4.24 The system shall be capable of processing calls on a multi-lingual basis, including, but not limited to, four languages with English and Spanish as a minimum. Submitted proposals shall describe how a caller would access different prompts using the proposed system.
- 3.4.25 The system shall ensure that for all long distance calls, the cost begins when the end user accepts

the call.

- 3.4.26 The system shall be capable of allowing the DPSCS facility officials the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
- 3.4.27 The system shall be designed to use only an automated operator to place calls.
- 3.4.28 The system shall provide clear voice prompts to complete calls without the use of an operator.
- 3.4.29 The Contractor shall provide a clear description of all automated operator services that will be used for inmate calls.
- 3.4.30 The system shall prevent call block to Direct dialed calls, access to 911, 311, 411 or 555-1212 or similar information and emergency services, access to toll free 800, 888, 877 or similar toll free numbers, access to intraLATA and/or InterLATA carriers by means of 1010XXX access numbers or other dial around numbers, access to intraLATA and/or InterLATA carriers by means of 900, 950, or 976 numbers or similar services.
- 3.4.31 The system shall be capable of programmed call duration limits, as set by DPSCS.
- 3.4.32 The system shall automatically terminate a call giving a one-minute warning.
- 3.4.33 The system shall be capable of allowing different time limits capabilities for individual inmates, cell blocks and designated groups of telephones.
- 3.4.34 The system shall be capable of blocking an unlimited amount of individual numbers.
- 3.4.35 The Contractor shall state the method to be used to block telephone numbers.
- 3.4.36 Blocked numbers shall be able to be entered at a central location and have immediate effect at the facility level or system-wide.
- 3.4.37 The system shall have the ability to block or refuse access to calling cards.
- 3.4.38 The system shall allow collect/debit/prepaid calls to cellular phones.

3.5 SYSTEM FEATURES

- 3.5.1 The Contractor shall provide written descriptions of system features. Descriptions shall be concise, easy to understand, and explain in detail the value of the system proposed.
- 3.5.2 System features to be described shall include, but not limited to, Call Length Control, Call Supervision, Inmate Facility Orientation (English and Spanish mandatory) and Call Validation.

3.6 INMATE TELEPHONE RECORDING/MONITORING SYSTEM

- 3.6.1 The Contractor shall provide an inmate telephone system with call monitoring and recording capabilities.
- 3.6.2 The Contractor shall describe the recording monitoring system being offered in terms of value to DPSCS, not just specifications.
- 3.6.3 The Contractor shall provide all 25 DPSCS facilities with an integrated system to control, monitor and record inmate pay station calls from that facility.
- 3.6.4 The system shall have the capability for selected DPSCS staff to have access to any of the 25 facilities' data and monitor real time information through an internet web-based application.
- 3.6.5 The inmate telephone system shall have the capability of simultaneously recording all inmate calls 24 hours a day/7 days a week and maintain these recordings for up to one year from the date of the phone call.

3.7 CALL BRANDING

- 3.7.1 All collect/debit/prepaid calls from a DPSCS inmate telephone shall be capable of being identified to the called party as follows:
 - “This is a collect call from, _____, (Inmate speaks name or system plays inmate’s pre-

- recorded name) who is currently in custody at _____(name of the correctional facility).
- 3.7.2 The system shall provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.
 - 3.7.3 The system shall inform the called party at selected intervals during the conversation that they are speaking with an inmate and the call is subject to monitoring and recording.
 - 3.7.4 The Contractor shall provide a written or recorded example of the Call Branding to be used.
 - 3.7.5 The system shall allow for the inmate's name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance.
 - 3.7.6 The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party.
 - 3.7.7 The system shall provide call acceptance by the call recipient accomplished through positive call acceptance. The system shall not permit passive acceptance of a call, such as staying on the line after the voice prompt sequence.
 - 3.7.8 The system shall terminate calls when the machine fails to positively accept the incoming calls to answering machines, FAX machines, or computer modems shall be terminated when the machine fails to positively accept the incoming call.
 - 3.7.9 The inmate shall not be allowed to communicate with the called party until the call is accepted.
 - 3.7.10 The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.
 - 3.7.11 The called recipient shall have an option to block any further inmate call attempts at the time the call is received.

3.8 FRAUD CONTROL

- 3.8.1 The system shall provide fraud detection and protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls and second party calls.
- 3.8.2 The system shall aid in controlling fraudulent use of the telephone network by providing interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
- 3.8.3 DPSCS will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Contractor agrees that DPSCS will bear no responsibility for fraudulent calls or theft of service. Furthermore, fraudulent, stolen or lost calls shall not be deducted from revenue paid to DPSCS. NOTE: Fraudulent calls shall be the sole responsibility of the Contractor.
- 3.8.4 The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system shall play a warning message to the inmate and the called party.
- 3.8.5 The system shall detect and prevent three-way-calls.
- 3.8.6 The Contractor agrees that the DPSCS will bear no responsibility for un-billable or uncollectible calls. Furthermore, no revenue shall be deducted from commissions paid to DPSCS for such calls (i.e. Contractor shall still pay revenue for call to DPSCS even if Contractor cannot collect on call). NOTE: The Contractor shall bear sole responsibility for collection on all such calls.
- 3.8.7 The system shall have a shut-off function for each phone, each living area, and for the entire system.
- 3.8.8 On-site computers (DPSCS owned) and web-based program shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports.

3.9 SERVICE PROGRAM

- 3.9.1 The Contractor shall describe the service program, backup systems, as well as guaranteed response time, escalation process, stocking of spare parts, number of technicians, and their location. If this service is subcontracted, complete company identifications and contact

information shall be submitted.

- 3.9.2 The Contractor shall provide all necessary equipment, labor, parts, and materials and transportation to maintain all inmate telephones in good working order throughout the life of the awarded contract. NOTE: There will NO charge made to DPSCS for installation or maintenance of the system.
- 3.9.3 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
- 3.9.4 The Contractor shall provide hands-on training to DPSCS staff at the location where equipment is installed. Additional training shall be provided to new staff assigned during the awarded contract period at no cost to DPSCS.
- 3.9.5 Training manuals shall be provided to DPSCS staff at all training sessions and will become the property of DPSCS.

3.10 CUSTOMER SERVICE

- 3.10.1 The Contractor shall maintain a 1-800 Customer Service number which shall be answered 24 hours a day, 7 days a week by a live operator.
- 3.10.2 The Contractor shall maintain a 1-800 number for DPSCS and the public for inquiries about billing issues, call blocks, etc.
- 3.10.3 The Contractor shall provide a single point of contact for handling financial, commission or billing inquiries or technical issues.
- 3.10.4 The Contractor shall provide informational pamphlets to inmates relative to the applicable features and functions of the inmate telephone system upon installation and request by DPSCS.
- 3.10.5 The Contractor shall provide an information website for public access.

3.11 IMPLEMENTATION AND INSTALLATION

- 3.11.1 The Contractor shall provide an implementation plan with its Technical Proposal. At a minimum, the implementation plan shall include:
 - The Contractor's approach for the installation of the inmate pay station system throughout all DPSCS locations shall be consistent with all Inmate Visiting Procedures (www.dpscs.state.md.us/locations/mtc.shtml)
 - The roles and responsibilities of the Contractor's personnel who are required for the implementation of the inmate pay station system.
 - A schedule (timeline) for the total implementation effort.
- 3.11.2 The Contractor shall provide a technology roadmap that describes anticipated changes to computers, recording and monitoring equipment during the contract period.
 - Provide for a minimum loss of commission paid to the State during the transition.
 - The specific work packages and responsibilities matrix for each implementation.
 - The detailed steps required to complete a functional inmate pay station system with the timeframes and acceptance tests for each step.
- 3.11.3 If the incumbent Contractor is not awarded the contract, the awarded Contractor shall coordinate with the incumbent Contractor prior to the effective date of the contract to assure little or no interruption of inmate telephone services.
- 3.11.4 The Contractor shall notify DPSCS in writing of any expected or anticipated interruption of inmate phone services during the transition.
- 3.11.5 The Contractor or their subcontractor shall accomplish installation of all telephones and related equipment during normal business hours or as directed by DPSCS.
- 3.11.6 The Contractor shall restore to original condition at the Contractor's expense any damage to

property caused by maintenance or installation personnel including, but not limited to, walls, ceilings, etc. of DPSCS facilities.

- 3.11.7 The Contractor shall clean up and remove any debris resulting from its work. Upon completion of the installation, the premises shall be clean and ready immediate use.
- 3.11.8 The Contractor shall provide a completed facilities specific plan, based on actual site conditions, after contract award that shall be coordinated and approved by the DPSCS prior to start of work for each facility.
- 3.11.9 The Contractor shall perform installation in the following order of location of correctional facilities:
 - Central Region
 - South Region
 - North Region

3.12 PROPOSED SERVICES – MANAGEMENT PLANS

- 3.12.1 The Contractor shall provide the following management plans. In addition, each plan shall be updated annually by the Contractor.
- 3.12.2 The Contractor shall provide updated plans to the State Contract Manager indicated in Section 1.3 by the anniversary date for each year of the contract.

A. Revenue Assurance Plan

The Revenue Assurance Plan shall include the following:

- Work processes and audits used to validate the TGR.
- The impact of Accounts Receivable on TGR.
- The means used by the Contractor to collect the receivables.
- Provide recommendations to the State to minimize pay station fraud.

On an annual basis, no later than 45 days after the annual anniversary date for each year of the contract, the Contractor will be required to submit to the State Project Manager an independent certification validating the Revenue Assurance Plan.

B. Service Delivery Plan

The Service Delivery Plan shall include the following:

- The work effort and management process to respond to the State's needs for local pay station equipment, local and long distance services.
- Service ordering, implementation and a time line for service delivery.
- Support for technical and sales employees that are in contact with employees of the State.
- The maintenance requirements that will assure proper operation of the local pay station equipment and services.
- A contact list of the Contractor's key employees who are engaged in service provisioning and maintenance.

C. Future Transition Plan

The Future Transition Plan shall include the following:

- A statement that the incumbent Contractor will work with any future selected Contractors to minimize disruptions of service and commissions during the transition.
- Transition procedures for equipment and services to any future Contractors prior to the end of the base contract period or any subsequent renewal options.

3.13 PERIODIC REPORTS

3.13.1 The Contractor shall submit with its technical proposal a value based summary of reporting requirements.

3.13.2 The Contractor shall send reports electronically.

3.13.3 At a minimum, the Contractor shall prepare and provide the following report in electronic format (Microsoft Excel; via e-mail and computer disk):

- Monthly Usage/Revenue Report (report contains payphone location, usage and revenue payment information) will be delivered to the DPSCS (two names and addresses to be provided after contract award) and the State Contract Manager (as indicated in Section 1.3 of the RFP).
- The report shall be submitted electronically within fifteen (15) days after the end of the previous month.
- Contractor shall provide any additional reports as requested by DPSCS.

3.14 COMMISSION PAYMENTS

The monthly commission payments shall be received by DPSCS from the Contractor within 30 calendar days of the end of the previous month. Late payments are subject to accrual of interest at a rate of 9% per annum commencing on the 31st day after the close of the billing cycle. The amount of the payment shall be for **100%** of the total commission owed based on the contracted commission rate of the TGR.

Specific details regarding instructions for the payment of commissions to the State, either by electronic transfer of funds or by check, will be provided to the selected vendor.

3.15 INSURANCE REQUIREMENTS

The Contractor shall maintain general liability insurance with a minimum of \$300,000 per occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract and thereafter from time to time, as directed by the State.

3.16 SERVICE LEVEL AGREEMENT

Service Criticality and Priority levels shall be determined by the DPSCS using the definitions contained in the following table.

Minimum Service Level Required	Service Description	Response Time	Resolution Time	Outage
Level 1	Greater than 50% of a system is not functioning or greater than 10% of the phones are affected.	<ul style="list-style-type: none"> • 3 hours 	<ul style="list-style-type: none"> • If a technician is required, Contractor contacts the customer with the estimated time of arrival • Technical Support Manager contacts the facility to ensure all issues were resolved 	<ul style="list-style-type: none"> • Respective Technical Support Department • Technical Support Manager • Regional (National) VP • Territory Manager • EXEC. Director of Service Regional Field Manager
Level 2	Facility reports they are experiencing phone trouble impacting more than 30% of the facility's phone, but less than 50%.	<ul style="list-style-type: none"> • 12 hours 	<ul style="list-style-type: none"> • If a technician is required, Contractor contacts the customer with an estimated time of arrival • If a dispatch is not required, Contractor contacts the customer to ensure the issue was resolved 	<ul style="list-style-type: none"> • Respective Technical Support Department • Technical Support Manager • (If National Customer) National VP • Executive Director of Service • Regional Field Manager
Level 3	Facility reports they are experiencing phone trouble impacting more than 5% of the phones, but less than 30% of the facility.	<ul style="list-style-type: none"> • 24 hours 	<ul style="list-style-type: none"> • If a technician is required, Contractor contacts the customer with an estimated time of arrival. • Contractor contacts the customer to ensure the issue was resolved 	<ul style="list-style-type: none"> • Technical Support Department
Level 4	Facility reports phone trouble with less than 5% of phones or requests a modification.	<ul style="list-style-type: none"> • 36 hours 	<ul style="list-style-type: none"> • If a technician is required, Contractor contacts the customer with an estimated time of arrival. • If dispatch is not 	<ul style="list-style-type: none"> • Technical Support Department

			required, Contractor notifies the facility when the service issue is resolved.	
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3.17 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- DPSCS Inmate Visiting Procedures
- The Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. Contractor’s staff and subcontractors are to follow a consistent methodology for all activities.

3.18 INTERFACING WITH OFFENDER MANAGEMENT SYSTEMS AND OFFENDER FINANCIAL SYSTEMS

The Department’s Information Technology and Communication Division (ITCD) provides an inmate total population file, which is a file listing of all inmates (first name, last name, facility location, housing location, DOC #, last 4 digits of their SS #) for all MD DOC sites. This file is sent twice per day 7 days per week to capture movement and releases. These files also limit each inmate as to where they can place calls from, some down to their assigned housing unit.

ITCD also sends a Detainee total population file, which is a file listing of all detainees (first name, last name, facility location, housing location, DOC #) for all MD Pre Trial sites. This file is sent twice per day 7 days per week to capture movement and releases. These files do NOT limit where the inmate can make a call from as long as it is a Pre Trial location.

The Department currently has a mainframe inmate finance system named MOBS. In order to support inmate Debit services ITCD sends a MOBS file once per day on any day that a MD DOC inmate purchases credit for his debit account.

The Department is in the process of migrating to a new Offender Based Management System (OCMS). This new system uses the State Identification Number (SID) as the primary ID for detainees and inmates. ITCD will provide the total populations file(s) from this system once it

becomes the system of record.

The Department is pending the award of a Commissary service. As part of the RFP the awarded vendor is required to install and make operational a new Offender/Inmate Banking System. The RFP calls for the SID to be the primary ID used in this system. ITCD will manage the finance interface to this new system. It is unknown at this time, but an interface may be needed to the new commissary system providing automated purchases of credit for inmate and detainee debit accounts.

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SECTION 4 PROPOSAL FORMAT

4.1 TWO PART SUBMISSION

Offerors must submit proposals in two parts:

Volume I - Technical Proposal

Volume II - Financial Proposal

4.2 PROPOSAL

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in **Section 1.4** of this RFP). An unbound original, so identified, and five (5) copies of each volume are to be submitted.

An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II-Financial Proposal in MS Excel format and signed PDF must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number.

4.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 VOLUME I – TECHNICAL PROPOSAL

TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letter shall contain:

1. Name & Address of Offeror
2. Name, Title and Telephone Number of Contact for Offeror
3. Statement that proposal is in response to Solicitation
4. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal

5. Federal Employer Identification Number of the Offeror, or, if a single individual, a Social Security Number
6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Acknowledgement of all Addenda to this RFP

TAB B. TITLE AND TABLE OF CONTENTS

The technical proposal shall 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 for the technical proposal shall follow the title page. Information that 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 its Financial Proposal. Unless there is a compelling case, an entire proposal shall not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

TAB C. 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. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for an award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary shall so state.

TAB D. MINIMUM REQUIREMENTS

The Offeror shall submit documentation from the PSC or the FCC substantiating that it and any subcontractors included in its proposal are legally eligible to provide services for which the Offeror submits a proposal (See Section 2- Minimum Requirements).

TAB E. TECHNICAL RESPONSE TO RFP REQUIREMENTS

The Offeror shall address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for an award. Any paragraph that addresses a work requirement shall include an explanation of how the work will be done. **"We will comply" is not an acceptable response.**

TAB F. OFFEROR EXPERIENCE, CAPABILITIES AND REFERENCES

Offerors shall include information on past experience with similar projects particularly with providing the inmate payphone equipment and services included in this RFP. Offerors shall describe how their organization meets the requirements of this RFP and shall include the following in their technical proposal:

- A. An overview of the Offeror's experience providing equipment and services similar to those included in this RFP which includes:

- A summary of the equipment and services offered.
- The number of years the Offeror has provided the equipment and services.
- The number of clients and geographic locations the Offeror currently serves.
- Evidence that you are legally eligible to provide the services for which the Offeror submits a proposal, by submitting documentation of that eligibility from the Maryland PSC or the FCC.

B. References from at least three of its largest customers who are capable of documenting:

- The Offeror's ability to manage projects of similar complexity.
- The quality and breadth of services provided by the Offeror
- Each client reference is to include the following information:
Name of client organization; Name, title, Email address and telephone number of Point of Contact for client organization; Value, type, and duration of contract(s) supporting client organization.
- An explanation of why the Offeror is no longer providing the services to the client organization, if the Offeror is no longer serving this client.

C. Financial Capabilities and Statements.

- Evidence that the Offeror has financial capacity to provide the services.
- Copies of the last two (2) year end financial statements or best available equivalent report.

TAB G. MANAGEMENT PLANS

Offerors shall provide the following management plans for submission with the technical proposal:

A. Revenue Assurance Plan

The Revenue Assurance Plan shall outline the work processes and audits used to validate the TGR. The plan shall discuss the impact of Accounts Receivable on TGR and discuss the means used by the Contractor to collect the receivables. The plan shall also address pay station fraud and provide recommendations to the State to minimize fraud.

B. Service Delivery Plan

The Service Delivery Plan shall describe the work effort and management process in order to respond to the State's needs for local pay station equipment and services. This plan shall describe how the service is ordered and implemented and will lay out a time line for service delivery. The plan shall describe how the Offeror shall support the technical and sales employees that are in contact with employees of the State and define the maintenance requirements that will assure proper operation of the local pay station equipment and services. The plan shall include a contact list of the Offeror's key employees that are engaged in service provisioning and maintenance of the pay station equipment and services.

C. Future Transition Plan

The Transition Plan shall include a statement that the incumbent Contractor will work with any future selected Contractors to minimize disruptions of service or payment of commissions, during

the transition and transition procedures for equipment and services to any future Contractors prior to the end of the base contract period or any subsequent renewal options.

TAB H. ECONOMIC BENEFIT FACTORS

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements (do not include any details of the financial proposal with this information):

- 1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors shall be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2) The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- 4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror shall explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

TAB I. SUBCONTRACTORS

Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

TAB J. BID/PROPOSAL AFFIDAVIT (Attachment B) – must be submitted with original Technical Proposal)

TAB K. LIVING WAGE AFFIDAVIT (Attachment J) – must be submitted with original Technical Proposal (per Section 1.30)

TAB L. COMPLETED CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Attachment N-1)

4.5 VOLUME II – FINANCIAL PROPOSAL

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and in accordance with the Instructions in Attachment L. The Proposal Price Sheet (Attachment M) must be submitted and completely filled in (no blanks or omissions).
- 4.5.2 Do not change or alter the Proposal Price Sheet. Alterations will cause the proposal to be rejected.
- 4.5.3 The Proposal Price Sheet is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4 It is imperative that the prices included on the Proposal Price Sheet pages are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on Proposal Price Sheet. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

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SECTION 5 EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee organized for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary. The Contract resulting from this RFP will be awarded to the Offeror whose proposal is most advantageous to the State, considering the price proposal and the technical proposal. In making this determination, technical factors will be given equal weight with price factors.

5.2 TECHNICAL CRITERIA

The following criteria will be used to evaluate the technical proposal and are listed in descending order of importance:

- 1) The proposed equipment and services solution (Ref. Sections 3.2 through 3.14).
- 2) Offeror's experience and capabilities that illustrate the Offeror's ability to provide the equipment and services required (Ref. Section 4. Tab A).
- 3) Economic benefit factors (Ref. Section 4. Tab I).

5.3 FINANCIAL CRITERIA

All qualified Offerors will be ranked from the lowest to the highest price based on their total revenue.

5.4 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.

5.5 SELECTION PROCEDURE

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 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 not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of these proposals.

5.6 SELECTION PROCESS SEQUENCE

- 1) The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of this RFP. Offerors who fail to meet these minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 2) The next level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors shall be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 3) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 5) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.7 FINANCIAL PROPOSAL EVALUATION

The Offeror providing the highest revenue to the State for the Total 3 Year Revenue for all Call Types on Page 4 of Attachment M will receive a total score of 45. All other Offerors will receive a proportionately lower score for their Total 3 Year Revenue to the State. The Offeror's Total 3 Year Revenue to the State will then be divided by the highest revenue offer. The results will then be multiplied by 45 which will provide a proportionately lower score relative to the highest revenue Offeror.

The Offeror providing the lowest 3 Year Cost to the Consumer for all Call Types and Fees on Page 4 of Attachment M will receive a total score of 55. All other Offerors will receive a proportionately lower score for their 3 Year Cost to the Consumer for all Call Types and Fees. The lowest cost to the consumer will then be divided by the Offeror's cost to the consumer. This result will then be multiplied by 55 which will provide a proportionately lower score relative to the score of the Offeror with the lowest cost to consumer. Offerors are expected to provide calling rates that do not cause a financial hardship on families of inmates.

The results of these two calculations will be added together. The Offeror receiving the highest combined score will be ranked number one financially. All other Offerors will be ranked accordingly based on the

combined score they receive.

For example:

Company A proposes:

Total 3 Year Revenue to the State (All Call Types): \$523,223 (receives a score of 45)

Company B proposes:

Total 3 Year Revenue to the State (All Call Types): \$427,568 (receives a score of 36.90)

Calculation: \$427,568 divided by \$523,223 = 0.82 X 45 = 36.90

Company A Proposes:

Total 3 Year Cost to the Consumer (All Call Types) = \$812,097 (receives a score of 53.90)

Company B proposes:

Total 3 Year Cost to the Consumer (All Call Types) = \$799,822 (receives a score of 55)

Calculation: \$799,822 divided by \$812,097 = 0.98 X 55 = 53.90

Financial Ranking

Company A: $45 + 53.90 = 98.90$

Company B: $36.90 + 55 = 91.90$

Company A would be ranked number one financially.

The State has specified below the maximum call rates that can be submitted for each call type in Attachment M. Offerors may propose a bid at or below these not-to-exceed ceilings. **Offerors proposing rates which exceed these maximum call rates will be deemed not reasonably susceptible of being selected for award and will be eliminated from further consideration.** These call rate ceilings apply to all call types of Attachment M. Additionally, the Contractor will keep its call rates at or below those submitted on their financial proposal throughout the initial three (3) year base term. If the State exercises any renewal option, the Contractors may adjust its call rates as outlined in **Section 1.25.4.**

The call rate not-to-exceed ceilings are:

Summary of Call Rates

DEBIT/PREPAID CALLS		
	1st Minute	Additional Minute
Local	\$0.50	\$0.50
IntraLata	\$2.52	\$0.21
InterLata	\$0.30	\$0.30
Interstate	\$0.30	\$0.30

COLLECT CALLS		
	1st Minute	Additional Minute
Local	\$0.85	\$0.85
IntraLata	\$2.47	\$0.15
InterLata	\$2.85	\$0.30
Interstate	\$2.85	\$0.30

The International Debit call rate not-to-exceed ceilings are:

International Debit Rates			
Country	Country Code	Peak Rate Per Minute 8AM to 5PM Monday - Friday	Evening Night and Weekend Rate Per Minute
Albania	355	\$3.9408	\$3.4546
Algeria	213	\$2.3525	\$2.0631
American Samoa	+1 684	\$2.3731	\$2.0827
Andorra	376	\$1.0506	\$0.9249
Angola	244	\$5.2520	\$4.6031
Anguilla	+1 264	\$1.4729	\$1.2978
Antarctica (Scott) -- (ALL)	672	3.83263	3.35986
Antigua	+1 268	\$3.1379	\$1.2854
Argentina	54	\$1.8180	\$1.5996
Armenia	374	\$3.0035	\$2.6358
Aruba	297	\$1.3287	\$1.1711
Ascension Island	247	\$2.9551	\$2.5935
Australia	61	\$3.1982	\$1.3102
Austria	43	\$1.3380	\$1.1773
Azerbaijan	994	\$3.0035	\$2.6358
Bahamas	+1 242	\$0.9970	\$0.8807
Bahrain	973	\$2.0549	\$1.8056
Bangladesh	880	\$3.1302	\$2.7470
Barbados	+1 246	\$3.5727	\$1.4636
Belarus	375	\$3.0035	\$2.6358
Belgium	32	\$1.3349	\$1.1742
Belize	501	\$2.2330	\$1.9611
Benin	229	\$2.4813	\$2.1774
Bermuda	+1 441	\$1.0094	\$0.8889
Bhutan	975	\$4.7823	\$1.6764
Bolivia	591	\$2.1661	\$1.9045
Bosnia Herzegovina	387	\$2.1239	\$1.8664
Botswana	267	\$2.4071	\$2.1136
Brazil	55	\$1.6449	\$1.4472
British Virgin Islands	+1 284	\$1.4286	\$1.2576
Brunei	673	\$2.3577	\$2.0724
Bulgaria	359	\$2.1352	\$1.8767
Burkina Faso	226	\$3.2424	\$2.8459

Burma	95	\$7.1369	\$6.2521
Burundi	257	\$4.2302	\$3.7080
Cambodia	855	\$4.8060	\$4.2127
Cameroon	237	\$2.3762	\$2.0868
Canada	+1	\$1.2607	\$1.2607
Cape Verde Islands	238	\$2.7522	\$2.4184
Cayman Islands	+1 345	\$1.4101	\$1.2422
Central African Republic	236	\$5.2303	\$4.5835
Chad	235	\$5.3375	\$4.6772
Chile	56	\$1.7562	\$1.5440
China	86	\$3.4546	\$3.0313
Christmas & Cocos Islands	672	\$4.8678	\$4.2673
Colombia	57	\$2.0260	\$1.7798
Comoros	269	\$5.1737	\$4.5351
Congo	242	\$3.4907	\$3.0601
Cook Islands	682	\$5.4672	\$4.7916
Costa Rica	506	\$1.6614	\$1.4616
Croatia	385	\$2.1239	\$1.8664
Cuba	53	\$3.7554	\$3.2939
Cyprus	357	\$1.9508	\$1.7160
Czech Republic	420	\$1.7417	\$1.5306
Denmark	45	\$1.3503	\$1.1907
Diego Garcia	246	\$3.0076	\$2.6420
Djibouti	253	\$3.4083	\$2.9870
Dominica	+1 767	\$1.7036	\$1.4997
Dominican Republic	+1 809, 829 & 849	\$1.6696	\$1.4698
Ecuador	593	\$2.1733	\$1.9107
Egypt	20	\$2.3525	\$2.0631
El Salvador	503	\$2.0765	\$1.8252
Equatorial Guinea	240	\$4.6783	\$4.1025
Eritrea	291	\$2.6677	\$2.3412
Estonia	372	\$3.0035	\$2.6358
Ethiopia	251	\$2.9407	\$2.5822
Falkland Islands	500	\$3.8687	\$3.3939
Faroe Islands	298	\$1.3503	\$1.1907
Federated Micronesia	691	\$2.9973	\$2.6296
Fiji Islands	679	\$3.3434	\$2.9328
Finland	358	\$1.3843	\$1.2185
France	33	\$1.0506	\$0.9249
French Antilles	596	\$1.5337	\$1.3493

French Guiana	594	\$2.2753	\$1.9972
French Polynesia	689	\$3.1693	\$2.7810
Gabon	241	\$2.8452	\$1.8344
Gambia	220	\$1.9199	\$1.6902
Georgia	995	\$3.0035	\$2.6358
Germany	49	\$1.1382	\$1.0012
Ghana	233	\$2.4844	\$2.1815
Gibraltar	350	\$1.8890	\$1.6604
Greece	30	\$1.8437	\$1.6192
Greenland	299	\$2.0631	\$1.8128
Grenada	+1 473	\$1.7211	\$1.5120
Guadeloupe	590	\$1.7932	\$1.5780
Guam	+1 671	\$2.2753	\$1.9972
Guantanamo	53	\$1.8447	\$1.6212
Guatemala	502	\$2.0425	\$1.7943
Guinea	224	\$2.7326	\$2.3999
Guinea-Bissau	245	\$4.7668	\$4.1797
Guyana	592	\$2.3834	\$2.0919
Haiti	509	\$2.0682	\$1.8169
Honduras	504	\$2.0662	\$1.8149
Hong Kong	852	\$2.0425	\$1.7943
Hungary	36	\$1.7932	\$1.5780
Iceland	354	\$1.7582	\$1.5460
India	91	\$2.7058	\$2.3742
Indonesia	62	\$2.7141	\$2.3814
Iran	98	\$2.6244	\$2.3051
Iraq	964	\$3.3166	\$2.9118
Ireland	353	\$1.2339	\$1.0867
Israel	972	\$2.1352	\$1.8767
Italy	39	\$1.5172	\$1.3359
Ivory Coast	225	\$2.9118	\$2.5554
Jamaica	+1 876	\$1.7891	\$1.5738
Japan	81	\$1.4904	\$1.3112
Jordan	962	\$2.1403	\$1.8798
Kazakhstan	7	\$3.0035	\$2.6358
Kenya	254	\$2.4658	\$2.1651
Kiribati	686	\$5.2448	\$4.5969
Korea, North	850	\$6.0131	\$5.2695
Korea, South	82	\$2.1115	\$1.8550
Kuwait	965	\$2.0095	\$1.7654
Kyrgyzstan	996	\$3.0035	\$2.6358

Laos	856	\$6.1656	\$5.4024
Latvia	371	\$3.0035	\$2.6358
Lebanon	961	\$3.5628	\$3.1271
Lesotho	266	\$2.2433	\$1.9704
Liberia	231	\$2.3237	\$2.0404
Libya	218	\$2.6739	\$2.3463
Liechtenstein	423	\$1.2978	\$1.1423
Lithuania	370	\$3.0035	\$2.6358
Luxembourg	352	\$1.4739	\$1.2978
Macao	853	\$2.9005	\$2.5451
Macedonia	389	\$2.1239	\$1.8664
Madagascar	261	\$5.6887	\$4.9831
Malawi	265	\$2.1661	\$1.9045
Malaysia	60	\$2.0940	\$1.8396
Maldives	960	\$4.4836	\$3.9315
Mali	223	\$3.1271	\$2.7439
Malta	356	\$2.1980	\$1.9302
Marshall Islands	692	\$2.9932	\$2.6265
Mauritania	222	\$3.7986	\$3.3310
Mauritius	230	\$3.7235	\$3.2661
Mayotte Island	269	\$3.8986	\$3.4186
Mexico (all)	52	\$2.5544	1.8952
Moldova	373	\$3.0035	\$2.6358
Monaco	377	\$1.0506	\$0.9249
Mongolia	976	\$5.7762	\$5.0614
Montserrat	+1 664	\$1.5306	\$1.3472
Morocco	212	\$2.5596	\$2.2464
Mozambique	258	\$3.6792	\$3.2280
Namibia	264	\$2.4112	\$2.1177
Nauru	674	\$6.0554	\$5.3055
Nepal	977	\$3.3259	\$2.9170
Netherlands	31	\$1.0588	\$0.9332
Netherlands Antilles	599	\$1.3678	\$1.2041
Nevis	869	\$1.4616	\$1.2854
New Caledonia	687	\$2.8541	\$2.5050
New Zealand	64	\$2.2001	\$1.9313
Nicaragua	505	\$2.2032	\$1.9364
Niger	227	\$3.3145	\$2.9098
Nigeria	234	\$1.8149	\$1.5944
Niue	683	\$4.7751	\$4.1870
Norfolk Island	672	\$4.7751	\$4.1870

Norway	47	\$1.2556	\$1.1062
Oman	968	\$2.2248	\$1.9539
Pakistan	92	\$3.2311	\$2.8356
Palau	680	\$3.7018	\$3.2476
Panama	507	\$1.7819	\$1.5666
Papua New Guinea	675	\$2.6193	\$2.2990
Paraguay	595	\$2.4215	\$2.1249
Peru	51	\$2.0590	\$1.8097
Philippines	63	\$2.2753	\$1.9972
Poland	48	\$2.0147	\$1.7706
Portugal	351	\$1.8839	\$1.6562
Puerto Rico	+1 787, 939	\$0.3000	\$0.3000
Qatar	974	\$2.7429	\$2.4071
Reunion	262	\$3.3434	\$2.9324
Romania	40	\$2.6935	\$2.3649
Russia	7	\$3.0035	\$2.6358
Rwanda	250	\$3.4412	\$3.0169
San Marino	378	\$1.5172	\$1.3359
Sao Tome	239	\$5.0645	\$4.4393
Saudi Arabia	966	\$2.0775	\$1.8262
Senegal	221	\$2.8655	\$2.5163
Seychelles	248	\$4.0850	\$3.5813
Sierra Leone	232	\$3.2002	\$2.8078
Singapore	65	\$1.9117	\$1.6779
Slovakia	421	\$1.7417	\$1.5306
Slovenia	386	\$2.1239	\$1.8664
Solomon Islands	677	\$4.1674	\$2.6677
Somalia	252	\$4.7226	\$4.1633
South Africa	27	\$1.6861	\$1.4811
Spain	34	\$1.5780	\$1.3874
Sri Lanka	94	\$3.5082	\$3.0776
St Pierre Miquelon	508	\$1.2978	\$1.1423
St. Helena	290	\$4.0160	\$2.5700
St. Kitts	+1 869	\$1.4616	\$1.2854
St. Lucia	+1 758	\$1.6336	\$1.4379
St. Vincent & The Grenadines	+1 784	\$1.7253	\$1.5182
Sudan	249	\$4.5238	\$2.9355
Suriname	597	\$2.7542	\$2.4195
Swaziland	268	\$2.3237	\$2.0404
Sweden	46	\$1.1433	\$1.0094
Switzerland	41	\$1.2978	\$1.1423

Syria	963	\$3.5473	\$3.1116
Taiwan	886	\$2.1980	\$1.9302
Tajikistan	992	\$3.0035	\$2.6358
Tanzania	255	\$2.4051	\$2.1115
Thailand	66	\$2.5225	\$2.2145
Togo	228	\$2.5204	\$2.2124
Tonga	676	\$3.5102	\$3.0787
Trinidad	+1 868	\$1.8025	\$1.5862
Tunisia	216	\$2.1702	\$1.9065
Turkey	90	\$2.0899	\$1.8355
Turkmenistan	993	\$3.0035	\$2.6358
Turks & Caicos Islands	+1 649	\$1.5811	\$1.3895
Tuvalu	688	\$6.3664	\$5.5785
U.S. Virgin Islands	+1 340	\$0.3000	\$0.3000
Uganda	256	\$2.3257	\$2.0421
Ukraine	380	\$3.0035	\$2.6358
United Arab Emirates	971	\$1.9622	\$1.7253
United Kingdom	44	\$0.9414	\$0.8312
Uruguay	598	\$2.1002	\$1.8458
Uzbekistan	998	\$3.0035	\$2.6358
Vanuatu	678	\$4.7751	\$4.1870
Vatican City	379	\$1.5172	\$1.3359
Venezuela	58	\$1.2350	\$1.0887
Vietnam	84	\$3.6081	\$3.1652
Wallis & Fortuna Islands	681	\$4.1591	\$3.6462
Western Samoa	685	\$3.1652	\$2.7759
Yemen	967	\$2.3566	\$2.0693
Yugoslavia	381	\$2.1239	\$1.8664
Zaire	243	\$2.4339	\$2.1373
Zambia	260	\$2.0961	\$1.8427
Zimbabwe	263	\$2.0497	\$1.8015

5.8 AWARD DETERMINATION

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors (evaluated price) as set forth in this RFP. In making the most advantageous Potential Offeror determination, technical factors will be given equal weight with price factors.

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ATTACHMENTS

1. **ATTACHMENT A** Example of the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time.
2. **ATTACHMENT B** THE BID/PROPOSAL AFFIDAVIT must be completed and submitted with the Technical Proposal.
3. **ATTACHMENT C** The Contract Affidavit is not required at proposal submission time. It must be submitted by the selected Offerors within 5 business days of notification of proposed contract award.
4. **ATTACHMENT D** Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted by those potential Offerors which plan on attending the conference.
5. **ATTACHMENT E** Names and Locations of the DPSCS Correctional Facilities where Inmate Payphones are located along with the # of Payphones at each location.
6. **ATTACHMENT F** Call History and Revenue July 1, 2011- June 30, 2012
7. **ATTACHMENT G** Local Call History by Location
8. **ATTACHMENT H** Long Distance Call History by Location
9. **ATTACHMENT I** Call Types and Local Access Transport Areas in Maryland
10. **ATTACHMENT J** Living Wage Requirements
11. **ATTACHMENT K** Electronic Funds Transfer Registration Request Form
12. **ATTACHMENT L** Financial Proposal Price Form Instructions
13. **ATTACHMENT M** Financial Proposal Price Form which must be completed and submitted as the Offeror's Financial Proposal

(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. 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 21.07.01.04, is obtained.

2. Time for Performance

In accordance with RFP Section 1.25, the term of the Contract begins as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works. The Contractor shall undertake transition activities necessary to provide its services under the Contract upon receipt of a written Notice to Proceed issued by the Procurement Officer. Apart from start-up transition activities and unless terminated earlier as provided under this Contract, the Contractor shall provide the equipment and services for the period beginning or about January 1, 2013 and ending on or about December 31, 2015. The State, at its sole option, has the unilateral right to extend the term of the Contract for up to two additional, successive one-year terms.

4. Fee to be Paid by the Contractor:

The Contractor shall pay the Department of Public Safety and Correctional Services (DPSCS) the monthly commission payments within 30 calendar days of the end of the previous month. Late payments are subject to accrual of interest at a rate of 9% per annum commencing on the 31st day after the close of the billing cycle. The amount of the payment shall be for 100% of the total commission owed based on the contracted commission rate of the TGR.

5. Personnel

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

All information provided to the Contractor by the Department, regardless of nature or manner of storage, including, without limitation, information or data stored within the Department's computer systems shall be held in absolute confidence by the Contractor. The Contractor may disclose such confidential information to its officers, agents and employees only to the extent that such disclosure is necessary for the performance of their duties under this Contract.

7. 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 Procurement Officer.

8. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$300,000 per occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an

additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, 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.

10. 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 shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or shall 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 shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

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

12. 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 physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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.

13. Contingent Fee Prohibition

The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, 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 or agent, any fee or any other consideration contingent on the making of this

agreement.

14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Default

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 shall 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.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such

termination is in the best interest of the State. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; 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).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement 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 shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions,

strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The Procurement Officer 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.

19. 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.

20. 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, as from time to time amended, which requires 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 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.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, 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.

22. 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.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State 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.

24. 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.

25. 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 13, and 15 through 28 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 its subcontractors.

26. Indemnification

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

26.2 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.

26.3 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.

- 26.4** 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 shall 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.

27. Commercial Nondiscrimination

- 27.1 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 Agreement 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.

- 27.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the DPSCS, in all subcontracts.

- 27.3 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

28. Security

- 28.1** Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents

and subcontractor's employees and agents shall not violate any provisions of Title 9, Subtitle 4 of the Criminal Law Article of the Annotated Code of Maryland and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of this Section 28 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

28.2 The Contractor shall comply with the MD Information Technology Security Policy and Standards available on line at:
http://www.dbm.maryland.gov/dbm_content/dbm_taxonomy/security/prevention/itssecuritypolicies.pdf.

29. Administrative

29.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager,

29.2 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:

If to the Contractor: (To be completed by Contractor)

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

CONTRACTOR

By: _____ Date _____

Witness: _____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: _____ Date _____

Witness: _____

Approved for form and legal sufficiency this _____ day of _____, 2012.

Assistant Attorney General

ATTACHMENT B BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

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.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

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

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 C and subsections 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State

Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

End Attachment B

ATTACHMENT C CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID
Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____
Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

D. 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 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.

E. 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 who 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's 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 §E(2)(b), above;

(h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

F. 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Project No. Q0013001

PRE-PROPOSAL CONFERENCE RESPONSE FORM

A pre-proposal conference shall be held at 10:00 AM on Thursday, July 25, 2012 at **300 E. Joppa Road, Towson MD 21286**. Please return this form by 2:00 PM, Wednesday, July 25, 2012 advising whether or not you plan to attend. For directions to the meeting site, you may contact the Procurement Officer at (410) 339-5013.

Return this form to:

Department of Public Safety and Correctional Services
Joselyn Hopkins, Procurement Unit
300 E. Joppa Road, Suite 1000
Towson, MD 21286
Fax # 410 339-4240

Please indicate:

_____ Yes, the following representatives shall be in attendance:

- 1. _____
- 2. _____
- 3. _____

_____ No, we shall not be in attendance.

_____ Contact Name (Please Print)

_____ Signature (Date)

_____ Company Name and Title

_____ E-Mail Address

ATTACHMENT E NAMES AND LOCATIONS OF DPSCS CORRECTIONAL FACILITIES WEHRE INMATE PAYPHONES ARE LOCATED AND THE # OF PAYPHONES AT EACH LOCATIONS

Institution Name	Institution Address	# of Payphones	Region	Average Daily Population (ADP)*
Baltimore City Detention Center Industries Bldg (BCDC Industries Bldg)	531 East Madison Street, Baltimore, MD 21202	37	Central Region	
Baltimore City Detention Center (BCDC)	401 East Madison Street, Baltimore, MD 21202	176	Central Region	2674
The Baltimore City Booking and Intake Center (BCBIC)	300 East Madison Street, Baltimore, MD 21202	75	Central Region	897
Maryland Correctional Institution – Hagerstown (MCIH)	18601 Roxbury Road, Hagerstown, MD 21746	77	North Region	2085
Maryland Correctional Training Center (MCTC)	18551 Roxbury Road, Hagerstown, MD 21746	139	North Region	2826
Roxbury Correctional Institution (RCI)	18701 Roxbury Road, Hagerstown, MD 21746	103	North Region	1730
Maryland Reception, Diagnostic and Classification Center (MRDCC)	550 East Madison Street, Baltimore, MD 21202	37	Central Region	670
Eastern Correctional Institution (ECI)	30420 Revells Neck Road, Westover, MD 21890	167	South Region	2728
Maryland Correctional Institution for Women (MCIW)	P.O. Box 535, 7943 Jessup, MD 20794	76	South Region	840

The Patuxent Institution	P.O. Box 700, Waterloo Road, Jessup, MD 20794	83	North Region	405
Maryland Correctional Institution – Jessup (MCIJ)	P.O. Box 549, Maryland House of Correction Road, Jessup, MD 20794	70	South Region	1039
Jessup Correctional Institution (JCI)	P.O. Box 534, Maryland House of Correction Road, Jessup, MD 20794	153	South Region	1698
Jessup Pre-Release Unit (JPRU)	P.O. Box 5437, 7931 Brock Bridge Road, Jessup, MD 20794	64	South Region	588
Brockbridge Correctional Facility (Jessup) (BCF)	P.O. Box 5437, 7931 Brock Bridge Road, Jessup, MD 20794	40	South Region	623
Metropolitan Transition Center (MTC)	954 Forrest Street, Baltimore, MD 21202	139	Central Region	752
Central Maryland Correctional Facility (CMCF)	P.O. Box 394, Sykesville, MD 21784	52	Central Region	504
Baltimore City Correctional Center (BCCC)	901 Greenmount Ave, Baltimore, MD 21202	68	Central Region	498
Chesapeake Detention Facility (Formerly MCAC)	401 East Madison Street, Baltimore, MD 21202	112	Central Region	364
Western Correctional Institution (WCI)	13800McMullen Highway, SW Cumberland, MD 21502	190	North Region	1691
Poplar Hill Pre-Release Unit (PHPRU)	P.O. Box 14, 24090 Nanticoke Road Quantico, MD 21856	11	South Region	175
Baltimore Pre-Release Unit (BPRU)	926 Greenmount Ave, Baltimore, MD 21202	44	Central Region	185
Eastern Pre-Release Unit (EPRU)	P.O. Box 122, Church Hill, MD 21623	16	South Region	176
Southern Maryland Pre-Release Unit (SMPRU)	P.O Box 159, Route 1, Charlotte Hall, MD 20622	16	South Region	175

North Branch Correctional Institution (NBCI)	14100 McMullen Highway, SW Cumberland, MD 21502	172	North Region	1463
Patuxent Re-Entry	319 West Monument Street, Baltimore, MD 21201	3	Central Region	
Dorsey Run Correctional Facility (Facility scheduled to open Spring 2013)**	2020 Toulson Road, Jessup, MD 20794	49**	South Region	560**
TOTAL		2,169		

*The ADPs above are estimated only. The actual number could be higher or lower during the Contract period and the figures presented do not comprise an estimate or a guarantee.

**This information represents the estimated # of payphones and ADP as this facility will not open until the Spring of 2013.

ATTACHMENT F- CALL HISTORY AND REVENUE
July 1, 2011-June 30, 2012

BALTIMORE CITY DENTENTION CENTER JAIL INDUSTRIES BLDG						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u> <u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Monthly</u> <u>Calls</u>	<u>Revenue</u>
Interlata InterState	18,450	1,900	10,665.00	1,538	158	888.75
Interlata IntraState	11,810	1,025	6,156.75	984	85	513.06
Intralata IntraState	31,175	2,677	10,138.58	2,598	223	844.88
Local	<u>3,468,102</u>	<u>280,346</u>	<u>238,294.10</u>	<u>289,009</u>	<u>23,362</u>	<u>19,857.84</u>
Total	3,529,537	285,948	265,254.43	294,128	23,829	22,104.54
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	6,414	970	1,924.20	535	81	160.35
Interlata IntraState	7,847	1,100	2,354.10	654	92	196.18
Intralata IntraState	4,803	691	1,440.90	400	58	120.08
Local	<u>1,408,921</u>	<u>64,496</u>	<u>32,248.00</u>	<u>117,410</u>	<u>5,375</u>	<u>2,687.33</u>
Total	1,427,985	67,257	37,967.20	118,999	5,605	3,163.93

BALTIMORE CENTRAL BOOKING						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u> <u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Monthly</u> <u>Calls</u>	<u>Revenue</u>
Interlata InterState	42,630	4,274	24,359.00	3,553	356	2,029.92
Interlata IntraState	39,180	3,741	21,293.55	3,265	312	1,774.46
Intralata IntraState	85,694	7,207	27,388.59	7,141	601	2,282.38
Local	<u>5,591,011</u>	<u>481,146</u>	<u>408,977.82</u>	<u>465,918</u>	<u>40,096</u>	<u>34,081.49</u>
Total	5,758,515	496,368	482,018.96	479,876	41,364	40,168.25

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

BALTIMORE CITY CORRECTIONAL CENTER						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Monthly</u>		
		<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	23,989	1,661	11,681.40	1,999	138	973.45
Interlata IntraState	68,458	4,337	31,594.20	5,705	361	2,632.85
Intralata IntraState	60,714	3,644	16,106.11	5,060	304	1,342.18
Local	4,148,433	190,258	161,719.30	345,703	15,855	13,476.61
Total	4,301,594	199,900	221,101.01	358,466	16,658	18,425.08

BALTIMORE CITY DETENTION CENTER						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Monthly</u>		
		<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	50,375	4,956	28,634.10	4,198	413	2,386.18
Interlata IntraState	52,468	5,404	29,520.60	4,372	450	2,460.05
Intralata IntraState	76,432	7,235	27,505.37	6,369	603	2,292.11
Local	6,694,231	584,075	496,468.17	557,853	48,673	41,372.35
Total	6,873,506	601,670	582,128.24	572,792	50,139	48,510.69

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

BALTIMORE PRE-RELEASE						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Monthly</u>		
		<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	2,896	244	1,527.60	241	20	127.30
Interlata IntraState	4,120	343	2,110.65	343	29	175.89
Intralata IntraState	4,419	302	1,244.54	368	25	103.71
Local	1,254,628	59,654	50,705.90	104,552	4,971	4,225.49
Grand Total	1,266,063	60,543	55,588.69	105,505	5,045	4,632.39
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	2,442	290	732.60	204	24	61.05
Interlata IntraState	1,832	381	549.60	153	32	45.80
Intralata IntraState	3,405	514	1,021.50	284	43	85.13
Local	1,265,418	59,565	29,782.50	105,452	4,964	2,481.88
Total	1,273,097	60,750	32,086.20	106,091	5,063	2,673.85

BROCKBRIDGE CORRECTIONAL FACILITY						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Monthly</u>		
		<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	38,928	2,649	18,830.70	3,244	221	1,569.23
Interlata IntraState	98,895	6,491	46,220.55	8,241	541	3,851.71
Intralata IntraState	40,247	2,884	12,733.66	3,354	240	1,061.14
Local	1,969,214	99,050	84,192.50	164,101	8,254	7,016.04
Total	2,147,284	111,074	161,977.41	178,940	9,256	13,498.12
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	10,123	1,398				

			3,041.37		844	117	253.45
Interlata IntraState	17,840	2,922	5,352.00		1,487	244	446.00
Intralata IntraState	7,019	1,184	2,105.70		585	99	175.48
Local	<u>1,013,714</u>	<u>50,699</u>	<u>25,349.50</u>		<u>84,476</u>	<u>4,225</u>	<u>2,112.46</u>
Total	1,048,696	56,203	35,848.57		87,391	4,684	2,987.38

CENTRAL MARYLAND CORRECTIONAL FACILITY							
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>			<u>Monthly</u>		
		<u>Calls</u>	<u>Revenue</u>		<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	27,590	1,814	13,174.80		2,299	151	1,097.90
Interlata IntraState	74,962	5,424	36,319.80		6,247	452	3,026.65
Intralata IntraState	81,736	6,207	26,425.03		6,811	517	2,202.09
Local	<u>2,088,449</u>	<u>99,297</u>	<u>84,402.45</u>		<u>174,037</u>	<u>8,275</u>	<u>7,033.54</u>
Total	2,272,737	112,742	160,322.08		189,395	9,395	13,360.17
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>		<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	19,404	2,876	5,821.20		1,617	240	485.10
Interlata IntraState	28,462	5,082	8,538.60		2,372	424	711.55
Intralata IntraState	16,588	2,869	4,976.40		1,382	239	414.70
Local	<u>2,184,921</u>	<u>101,233</u>	<u>50,616.50</u>		<u>182,077</u>	<u>8,436</u>	<u>4,218.04</u>
Total	2,249,375	112,060	69,952.70		187,448	9,338	5,829.39

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

EASTERN CORRECTIONAL INSTITUTION						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	196,310	12,779	93,898.92	16,359	1,065	7,824.91
Interlata IntraState	917,891	61,011	430,942.80	76,491	5,084	35,911.90
Intralata IntraState	153,256	10,904	50,285.86	12,771	909	4,190.49
Local In State	5,346,322	240,133	204,113.05	445,527	20,011	17,009.42
Total	6,613,779	324,827	779,240.63	551,148	27,069	64,936.72
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	97,482	13,989	29,256.30	8,124	1,166	2,438.03
Interlata IntraState	303,221	44,146	90,966.30	25,268	3,679	7,580.53
International	111	21	183.56	9	2	15.30
Intralata IntraState	37,097	5,888	11,129.10	3,091	491	927.43
Local	6,803,323	304,065	152,032.50	566,944	25,339	12,669.38
Total	7,241,234	368,109	283,567.76	603,436	30,676	23,630.65

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

EASTERN PRE-RELEASE						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	10,319	760	5,147.70	860	63	428.98
Interlata IntraState	94,814	6,851	45,914.25	7,901	571	3,826.19
Intralata IntraState	28,175	1,754	8,253.52	2,348	146	687.79
Local	443,503	21,203	18,022.55	36,959	1,767	1,501.88
Total	576,811	30,568	77,338.02	48,068	2,547	6,444.84
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	6,325	954	1,897.50	527	80	158.13
Interlata IntraState	23,006	3,667	6,901.80	1,917	306	575.15
Intralata IntraState	5,759	987	1,727.70	480	82	143.98
Local	276,501	12,572	6,286.00	23,042	1,048	523.83
Total	311,591	18,180	16,813.00	25,966	1,515	1,401.08

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

JESSUP CORRECTIONAL INSTITUTION						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	89,135	5,573	42,753.34	7,428	464	3,562.78
Interlata IntraState	194,877	13,426	92,699.40	16,240	1,119	7,724.95
Intralata IntraState	96,227	5,341	25,620.05	8,019	445	2,135.00
Local	4,815,845	225,871	191,990.35	401,320	18,823	15,999.20
Total	5,196,084	250,211	353,063.14	433,007	20,851	29,421.93
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	78,070	9,564	23,539.60	6,506	797	1,961.63
Interlata IntraState	83,278	10,997	24,983.40	6,940	916	2,081.95
International	146	21	132.30	12	2	11.03
Intralata IntraState	19,239	2,784	5,771.70	1,603	232	480.98
Local	4,903,469	233,102	116,551.00	408,622	19,425	9,712.58
Total	5,084,202	256,468	170,978.00	423,684	21,372	14,248.17

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

JESSUP PRE-RELEASE						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	32,499	2,276	15,894.90	2,708	190	1,324.58
Interlata IntraState	129,871	9,038	62,008.20	10,823	753	5,167.35
Intralata IntraState	71,848	4,800	21,582.90	5,987	400	1,798.58
Local	<u>2,969,324</u>	<u>138,754</u>	<u>117,940.90</u>	<u>247,444</u>	<u>11,563</u>	<u>9,828.41</u>
Total	3,203,542	154,868	217,426.90	266,962	12,906	18,118.91
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	20,117	2,633	6,035.10	1,676	219	502.93
Interlata IntraState	25,998	4,002	7,799.40	2,167	334	649.95
International	3	2	9.60	0	0	0.80
Intralata IntraState	5,159	943	1,547.70	430	79	128.98
Local	<u>1,492,007</u>	<u>67,535</u>	<u>33,767.50</u>	<u>124,334</u>	<u>5,628</u>	<u>2,813.96</u>
Total	1,543,284	75,115	49,159.30	128,607	6,260	4,096.61

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

CHESAPEAKE DETENTION FACILITY (FORMERLY MCAC)						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	76,868	5,088	36,798.00	6,406	424	3,066.50
Interlata IntraState	115,965	8,596	56,709.30	9,664	716	4,725.78
Intralata IntraState	73,110	4,141	19,144.07	6,093	345	1,595.34
Local	<u>5,048,089</u>	<u>228,386</u>	<u>194,128.10</u>	<u>420,674</u>	<u>19,032</u>	<u>16,177.34</u>
Total	5,314,032	246,211	306,779.47	442,836	20,518	25,564.96
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	31,121	5,478	9,447.40	2,593	457	787.28
Interlata IntraState	25,203	3,637	7,560.90	2,100	303	630.08
International	510	102	628.23	43	9	52.35
Intralata IntraState	6,624	923	1,987.20	552	77	165.60
Local	<u>2,844,649</u>	<u>128,111</u>	<u>64,055.50</u>	<u>237,054</u>	<u>10,676</u>	<u>5,337.96</u>
Total	2,908,107	138,251	83,679.23	242,342	11,521	6,973.27

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

MARYLAND CORRECTIONAL TRAINING CENTER (MCTC)						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	172,051	11,291	82,349.20	14,338	941	6,862.43
Interlata IntraState	955,558	63,456	448,470.00	79,630	5,288	37,372.50
Intra Out of State	5,459	330	2,528.70	455	28	210.73
Intralata IntraState	129,305	7,593	33,840.12	10,775	633	2,820.01
Local	<u>5,147,742</u>	<u>239,796</u>	<u>203,826.60</u>	<u>428,979</u>	<u>19,983</u>	<u>16,985.55</u>
Total	6,410,115	322,466	771,014.62	534,176	26,872	64,251.22
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	97,195	13,047	29,261.72	8,100	1,087	2,438.48
Interlata IntraState	299,649	41,166	89,894.70	24,971	3,431	7,491.23
International	167	29	173.46	14	2	14.46
Intra Out of State	2,849	382	854.70	237	32	71.23
Intralata IntraState	18,018	2,481	5,405.40	1,502	207	450.45
Local	<u>4,600,929</u>	<u>208,770</u>	<u>104,385.00</u>	<u>383,411</u>	<u>17,398</u>	<u>8,698.75</u>
Total	5,018,807	265,875	229,974.98	418,234	22,156	19,164.58

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

MARYLAND RECEPTION RECEPTION,DIAGNOSITIC & CLASSIFICATION CENTER						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Monthly</u>	<u>Revenue</u>
		<u>Calls</u>			<u>Calls</u>	
Interlata InterState	53,367	5,461	30,771.60	4,447	455	2,564.30
Interlata IntraState	186,557	19,527	105,760.95	15,546	1,627	8,813.41
Intralata IntraState	86,068	8,731	32,047.47	7,172	728	2,670.62
Local	2,234,414	202,254	171,915.90	186,201	16,855	14,326.33
Total	2,560,406	235,973	340,495.92	213,367	19,664	28,374.66
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	1,483	263	444.90	124	22	37.08
Interlata IntraState	2,928	451	878.40	244	38	73.20
Intralata IntraState	894	140	268.20	75	12	22.35
Local	148,656	10,761	5,380.50	12,388	897	448.38
Total	153,961	11,615	6,972.00	12,830	968	581.00

ATTACHMENT F CALL HISTORY AND REVENUE Cont

MCI HAGERSTOWN						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	90,631	5,375	41,701.80	7,553	448	3,475.15
Interlata IntraState	584,073	37,692	271,336.50	48,673	3,141	22,611.38
Intra Out of State	1,091	56	478.50	91	5	39.88
Intralata IntraState	58,029	3,591	15,537.49	4,836	299	1,294.79
Local	<u>2,327,126</u>	<u>105,524</u>	<u>89,695.40</u>	<u>193,927</u>	<u>8,794</u>	<u>7,474.62</u>
Total	3,060,950	152,238	418,749.69	255,079	12,687	34,895.81
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	115,016	11,701	34,867.43	9,585	975	2,905.62
Interlata IntraState	324,625	39,550	97,387.50	27,052	3,296	8,115.63
International	822	117	1,494.87	69	10	124.57
Intra Out of State	1,500	191	450.00	125	16	37.50
Intralata IntraState	16,872	2,105	5,061.60	1,406	175	421.80
Local	<u>2,828,794</u>	<u>127,314</u>	<u>63,657.00</u>	<u>235,733</u>	<u>10,610</u>	<u>5,304.75</u>
Total	3,287,629	180,978	202,918.40	273,969	15,082	16,909.87

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

MCI JESSUP						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	45,665	3,166	22,307.32	3,805	264	1,858.94
Interlata IntraState	99,698	7,137	48,106.20	8,308	595	4,008.85
Intralata IntraState	77,350	4,326	21,024.73	6,446	361	1,752.06
Local	<u>2,070,081</u>	<u>103,546</u>	<u>88,014.10</u>	<u>172,507</u>	<u>8,629</u>	<u>7,334.51</u>
Total	2,292,794	118,175	179,452.35	191,066	9,848	14,954.36
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	35,494	4,411	10,651.08	2,958	368	887.59
Interlata IntraState	42,999	6,128	12,899.70	3,583	511	1,074.98
International	788	196	1,255.81	66	16	104.65
Intralata IntraState	12,798	1,944	3,839.40	1,067	162	319.95
Local	<u>2,358,971</u>	<u>113,212</u>	<u>56,606.00</u>	<u>196,581</u>	<u>9,434</u>	<u>4,717.17</u>
Total	2,451,050	125,891	85,251.99	204,254	10,491	7,104.33

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

MARYLAND CORRECTIONAL INSTITUTION FOR WOMEN						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	78,268	5,453	38,203.50	6,522	454	3,183.63
Interlata IntraState	158,811	11,603	77,223.30	13,234	967	6,435.28
Intralata IntraState	96,458	6,711	30,742.21	8,038	559	2,561.85
Local	<u>1,867,740</u>	<u>99,336</u>	<u>84,435.60</u>	<u>155,645</u>	<u>8,278</u>	<u>7,036.30</u>
Total	2,201,277	123,103	230,604.61	183,440	10,259	19,217.05
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	52,121	7,481	15,643.75	4,343	623	1,303.65
Interlata IntraState	68,924	10,936	20,677.20	5,744	911	1,723.10
Intralata IntraState	23,275	3,998	6,982.50	1,940	333	581.88
Local	<u>2,416,972</u>	<u>121,865</u>	<u>60,932.50</u>	<u>201,414</u>	<u>10,155</u>	<u>5,077.71</u>
Total	2,561,292	144,280	104,235.95	213,441	12,023	8,686.33

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

METROPOLITAN TRANSITION CNTR						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u> <u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Monthly</u> <u>Calls</u>	<u>Revenue</u>
Interlata InterState	24,757	1,586	12,516.96	2,063	132	1,043.08
Interlata IntraState	59,563	4,299	28,831.35	4,964	358	2,402.61
Intralata IntraState	51,430	3,353	14,720.76	4,286	279	1,226.73
Local In State	3,921,939	178,167	151,441.95	326,828	14,847	12,620.16
Total	4,057,689	187,405	207,511.02	338,141	15,617	17,292.59
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	11,120	1,722	3,336.00	927	144	278.00
Interlata IntraState	8,383	1,384	2,514.90	699	115	209.58
Intralata IntraState	4,466	778	1,339.80	372	65	111.65
Local	1,616,667	73,800	36,900.00	134,722	6,150	3,075.00
Total	1,640,636	77,684	44,090.70	136,720	6,474	3,674.23

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

NORTH BRANCH CORRECTIONS						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	68,588	4,330	32,267.40	5,716	361	2,688.95
Interlata IntraState	266,958	17,201	123,949.95	22,247	1,433	10,329.16
Intra Out of State	210	30	144.00	18	3	12.00
Intralata IntraState	12,166	652	3,792.93	1,014	54	316.08
Local	<u>737,870</u>	<u>35,458</u>	<u>30,139.30</u>	<u>61,489</u>	<u>2,955</u>	<u>2,511.61</u>
Total	1,085,792	57,671	190,293.58	90,483	4,806	15,857.80
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	59,823	7,852	18,065.81	4,985	654	1,505.48
Interlata IntraState	133,302	20,480	39,990.60	11,109	1,707	3,332.55
International	317	54	385.18	26	5	32.10
Intra Out of State	204	17	61.20	17	1	5.10
Intralata IntraState	5,951	825	1,785.30	496	69	148.78
Local In State	<u>2,922,094</u>	<u>140,786</u>	<u>70,393.00</u>	<u>243,508</u>	<u>11,732</u>	<u>5,866.08</u>
Total	3,121,691	170,014	130,681.09	260,141	14,168	10,890.09

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

PATUXENT RE-ENTRY FACILITY						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	187	16	99.30	16	1	8.28
Interlata IntraState	10,846	865	5,459.55	904	72	454.96
Intralata IntraState	347	24	102.30	29	2	8.53
Local	44,504	1,881	1,598.85	3,709	157	133.24
Total	55,884	2,786	7,260.00	4,657	232	605.00
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	259	19	77.70	22	2	6.48
Interlata IntraState	947	79	284.10	79	7	23.68
Intralata IntraState	85	3	25.50	7	0	2.13
Local	140,622	5,827	2,913.50	11,719	486	242.79
Total	141,913	5,928	3,300.80	11,826	494	275.07

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

PATUXENT INSTITUTION						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	46,901	2,935	21,994.80	3,908	245	1,832.90
Interlata IntraState	126,852	8,163	58,871.25	10,571	680	4,905.94
Intralata IntraState	61,660	3,572	17,210.60	5,138	298	1,434.22
Local In State	<u>2,379,142</u>	<u>112,195</u>	<u>95,365.75</u>	<u>198,262</u>	<u>9,350</u>	<u>7,947.15</u>
Total	2,614,555	126,865	193,442.40	217,880	10,572	16,120.20
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	22,547	2,659	6,764.10	1,879	222	563.68
Interlata IntraState	30,774	4,478	9,232.20	2,565	373	769.35
Intralata IntraState	10,965	1,357	3,289.50	914	113	274.13
Local In State	<u>2,273,304</u>	<u>102,342</u>	<u>51,171.00</u>	<u>189,442</u>	<u>8,529</u>	<u>4,264.25</u>
Total	2,337,590	110,836	70,456.80	194,799	9,236	5,871.40

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

POPLAR HILL PRE-RELEASE						
<u>Collect</u>	<u>Minutes</u>	<u>Annual</u>		<u>Minutes</u>	<u>Monthly</u>	
		<u>Calls</u>	<u>Revenue</u>		<u>Calls</u>	<u>Revenue</u>
Interlata InterState	10,006	673	4,818.90	834	56	401.58
Interlata IntraState	27,300	2,134	13,631.70	2,275	178	1,135.98
Intralata IntraState	10,971	775	3,360.16	914	65	280.01
Local	525,534	24,677	20,975.45	43,795	2,056	1,747.95
Total	573,811	28,259	42,786.21	47,818	2,355	3,565.52
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	8,209	1,273	2,462.70	684	106	205.23
Interlata IntraState	15,593	2,737	4,677.90	1,299	228	389.83
Intralata IntraState	2,980	412	894.00	248	34	74.50
Local In State	914,118	41,677	20,838.50	76,177	3,473	1,736.54
Total	940,900	46,099	28,873.10	78,408	3,842	2,406.09

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

ROXBURY CORRECTIONAL						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	70,024	4,584	33,825.54	5,835	382	2,818.80
Interlata IntraState	503,051	33,067	235,233.60	41,921	2,756	19,602.80
Intra Out of State	188	12	88.80	16	1	7.40
Intralata IntraState	23,300	1,406	6,402.01	1,942	117	533.50
Local	<u>1,589,686</u>	<u>77,247</u>	<u>65,659.95</u>	<u>132,474</u>	<u>6,437</u>	<u>5,471.66</u>
Total	2,186,249	116,316	341,209.90	182,187	9,693	28,434.16
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	73,402	9,118	22,940.18	6,117	760	1,911.68
Interlata IntraState	260,520	36,372	78,156.00	21,710	3,031	6,513.00
International	65	7	93.92	5	1	7.83
Intra Out of State	405	27	121.50	34	2	10.13
Intralata IntraState	8,085	1,134	2,425.50	674	95	202.13
Local	<u>2,791,405</u>	<u>131,078</u>	<u>65,539.00</u>	<u>232,617</u>	<u>10,923</u>	<u>5,461.58</u>
Total	3,133,882	177,736	169,276.10	261,157	14,811	14,106.34

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

SOUTHERN PRE-RELEASE						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	7,963	509	3,763.20	664	42	313.60
Interlata IntraState	51,074	3,049	23,097.15	4,256	254	1,924.76
Intra Out of State	13,413	793	6,165.00	1,118	66	513.75
Intralata IntraState	94,326	6,447	28,043.59	7,861	537	2,336.97
Local	<u>482,559</u>	<u>22,544</u>	<u>19,162.40</u>	<u>40,213</u>	<u>1,879</u>	<u>1,596.87</u>
Total	649,335	33,342	80,231.34	54,111	2,779	6,685.95
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	5,502	688	1,650.60	459	57	137.55
Interlata IntraState	16,161	2,630	4,848.30	1,347	219	404.03
Intra Out of State	13,022	2,106	3,906.60	1,085	176	325.55
Intralata IntraState	26,541	4,326	7,962.30	2,212	361	663.53
Local	<u>449,881</u>	<u>20,749</u>	<u>10,374.50</u>	<u>37,490</u>	<u>1,729</u>	<u>864.54</u>
Total	511,107	30,499	28,742.30	42,592	2,542	2,395.19

ATTACHMENT F CALL HISTORY AND REVENUE Cont.

WESTERN CORRECTIONAL INSTITUTION						
<u>Collect</u>	<u>Annual</u>			<u>Monthly</u>		
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	78,857	4,977	37,111.08	6,571	415	3,092.59
Interlata IntraState	483,972	31,388	225,231.00	40,331	2,616	18,769.25
Intra Out of State	1,867	161	994.80	156	13	82.90
Intralata IntraState	56,354	3,026	17,074.14	4,696	252	1,422.85
Local	1,722,849	78,167	66,446.50	143,571	6,514	5,537.21
Total	2,343,899	117,719	346,857.52	195,325	9,810	28,904.79
<u>Debit</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Interlata InterState	99,391	12,631	29,919.15	8,283	1,053	2,493.26
Interlata IntraState	278,964	41,683	83,689.20	23,247	3,474	6,974.10
International	101	23	133.64	8	2	11.14
Intra Out of State	775	127	232.50	65	11	19.38
Intralata IntraState	16,379	2,469	4,913.70	1,365	206	409.48
Local	3,961,919	178,071	89,035.50	330,160	14,839	7,419.63
Total	4,357,529	235,004	207,923.69	363,127	19,584	17,326.97
	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>	<u>Minutes</u>	<u>Calls</u>	<u>Revenue</u>
Grand Total Collect	77,146,240	4,497,248	7,012,148.14	6,428,853	374,771	584,345.68
Grand Total Debit	52,745,558	2,734,832	2,092,749.86	4,395,463	227,903	174,395.82

ATTACHMENT G LOCAL CALL HISTORY BY LOCATION
July 1, 2011- June 30, 2012

Location	Local Calls	Local Minutes
Baltimore City Detention Center	344,842	4,877,023
Patuxent Re-Entry	7,708	185,126
Baltimore City Detention Center	584,075	6,694,231
Baltimore Central Booking	481,146	5,591,011
MCI- Hagerstown	232,838	5,155,920
Maryland Correctional Training Center	448,566	9,748,671
Roxbury Correctional Institution	208,325	4,381,091
Maryland Reception, Diagnostic & Classification Center	213,015	2,383,070
Eastern Correctional Institution	544,198	12,149,645
MCIW	221,201	4,284,712
Patuxent	214,537	4,652,446
MCIJ	216,758	4,429,052
Jessup Correctional Institution	458,973	9,719,314
Jessup Pre-Release Unit	206,289	4,461,331
Brockbridge Correctional Facility	149,749	2,982,928
Metropolitan Transit Center	251,967	5,538,606
Central Maryland Correctional Facility	200,530	4,273,370
Baltimore City Correctional Center	190,258	4,148,433
Chesapeake Detention Facility (Formerly MCAC)	356,497	7,892,738
Western Correctional Institution	256,238	5,684,768
Poplar Hill Pre-Release	66,354	1,439,652
Baltimore Pre-release	119,219	2,520,046
Eastern Pre-Release	33,775	720,004
Southern Maryland Pre-Release	43,293	932,440
North Branch Correctional Institution	176,244	3,659,964

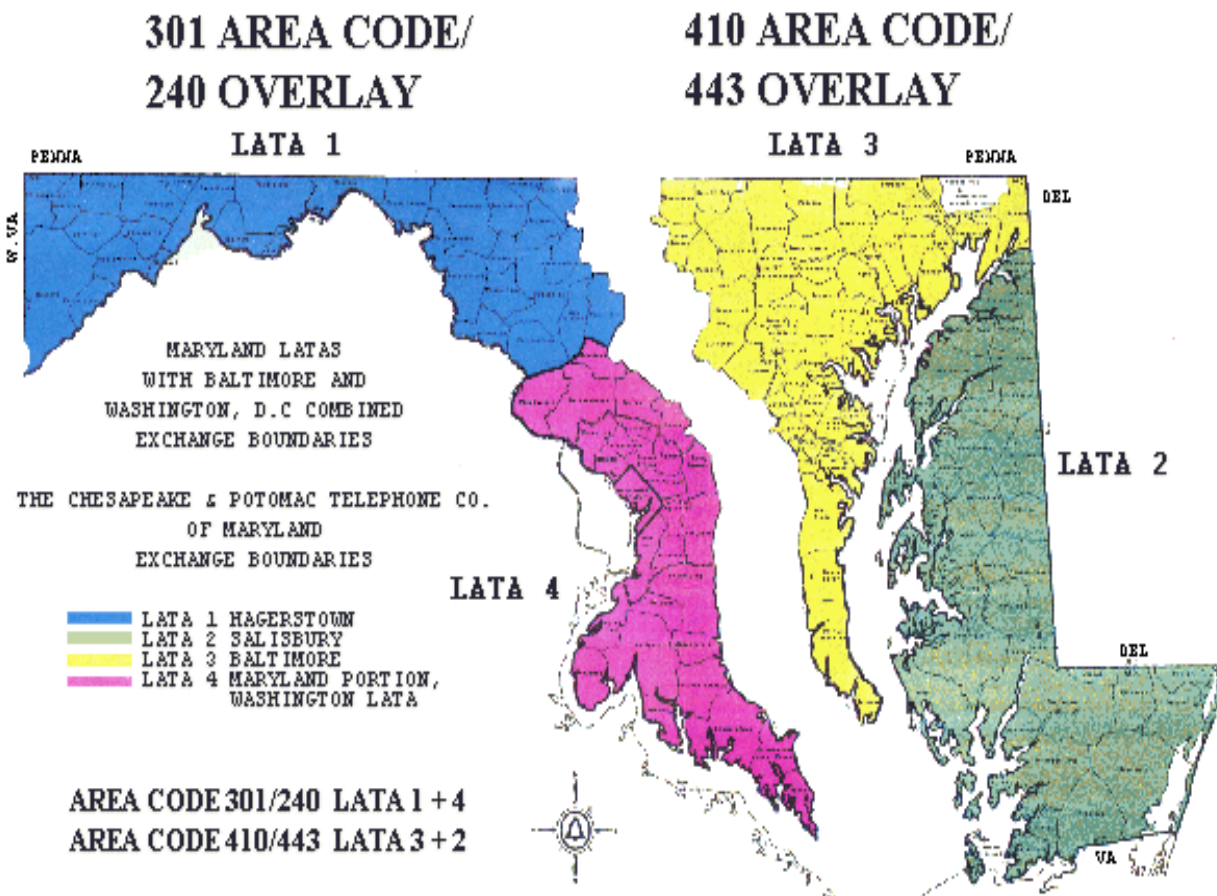
There are plans to add an additional 49 phones at MCIH and JCI within the next 3 to 6 months.

ATTACHMENT H LONG DISTANCE CALL HISTORY BY LOCATION

Location	Toll Calls	Toll Minutes
Baltimore City Detention Center	8,363	80,499
Patuxent Re-Entry	1,006	12,671
Baltimore City Detention Center	17,595	179,275
Baltimore Central Booking	15,222	167,504
MCI- Hagerstown	100,378	1,192,659
Maryland Correctional Training Center	139,775	1,680,251
Roxbury Correctional Institution	85,727	939,040
Maryland Reception, Diagnostic & Classification Center	34,573	331,297
Eastern Correctional Institution	148,738	1,705,368
MCIW	46,182	477,857
Patuxent	23,164	299,699
MCIJ	27,308	314,792
Jessup Correctional Institution	47,706	560,972
Jessup Pre-Release Unit	23,694	285,495
Brockbridge Correctional Facility	17,528	213,052
Metropolitan Transit Center	13,122	159,719
Central Maryland Correctional Facility	24,272	248,742
Baltimore City Correctional Center	9,642	153,161
Chesapeake Detention Facility (Formerly MCAC)	27,965	329,401
Western Correctional Institution	96,485	1,016,660
Poplar Hill Pre-Release	8,004	75,059
Baltimore Pre-release	2,074	19,114
Eastern Pre-Release	14,973	168,398
Southern Maryland Pre-Release	20,548	228,002
North Branch Correctional Institution	51,441	547,519

ATTACHMENT I CALL TYPES AND LOCAL ACCESS TRANSPORT AREAS IN MARYLAND

- **Local Calls** are within the local community of your business or residence, they are not defined on the map below, but a list of local exchanges that you can call is available based on your phone number either on line or in your local carriers' phone book
- **IntraLATA Calls** are calls that originate and terminate within one of the shaded areas on the Map below. There are 4 different Local Access Transport Areas(LATAs) in Maryland
- **InterLATA Calls** are calls between the different shaded LATAs on the map below, but generally still within Maryland
- **Interstate Calls** are calls that originate in Maryland and are completed to a number in a different state



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, 6Annotated 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
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. DPSCS Q0013001 – LOCAL AND LONG DISTANCE PAYPHONE AND SERVICE

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. Advertising Consultant 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.

Attachment (continued)
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

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

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the 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
Advertising Consultant

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code) _____

ABA number

Account number

Checking Money Market Savings

Account type

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

***Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company’s account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer’s Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller’s and Treasurer’s Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746
(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. or call 1-888-784-0144.

Page 1- Attachment M- Debit/Prepaid Call Rates

Offerors are to insert their rates on Page 1 of Attachment M for the following:

- Debit/Prepaid Local Calls (B4 of Page 1)
- Debit/Prepaid IntraLATA Calls- 1st minute (B6 of Page 1)**
- Debit/Prepaid IntraLATA Calls- Add'l minute (B7 of Page 1)
- Debit/Prepaid InterLATA Calls- 1st minute (B9 of Page 1)**
- Debit/Prepaid InterLATA Calls- Add'l minute (B10 of Page 1)
- Debit/Prepaid Interstate Calls- 1st minute (B12)
- Debit/Prepaid Interstate Calls- Add'l minute (B13)
- Commission Rate for Debit/Prepaid Calls- Local, InterLATA, IntraLATA and Interstate Calls (D17 of the Page 1)
- Offeror's are to fill in the vendor name, address, federal identification number and sign and date the bottom of Page 1.

** The rate for the first minute of any Debit/Prepaid IntraLATA, InterLATA or Interstate call shall include the first minute of the call plus any surcharge fees to set up the call.

The following information will be automatically populated when the information above is inserted:

- Total Cost to the Consumer for Debit/Prepaid Local Calls (D4)
- Total Cost to the Consumer for Debit/Prepaid IntraLATA Calls- 1st minute (D6)
- Total Cost to the Consumer for Debit/Prepaid IntraLATA Calls- Add'l minute (D7)
- Total Cost to the Consumer for Debit/Prepaid InterLATA Calls- 1st minute (D9)
- Total Cost to the Consumer for Debit/Prepaid InterLATA Calls- Add'l minute(D10)
- Total Cost to Consumer for Debit/Prepaid Interstate Calls- 1st minute (D12)
- Total Cost to Consumer for Debit/Prepaid Interstate Calls- Add'l minute (D13)
- Total 1 year Cost to Consumer for Debit/Prepaid Calls (D15)
- Total 3 year Cost to Consumer for Debit/Prepaid Calls (D16)
- Total 3 year Revenue to the State for Debit/Prepaid Calls (D18)

Page 2- Attachment M- Collect Call Rates

Offerors are to insert their rates on Page 2 of Attachment M for the following:

- Collect Local Calls (B 4 of Page 2)
- Collect IntraLATA Calls- 1st minute (B6 of Page 2)**
- Collect IntraLATA Calls- Add'l minute (B7 of Page 2)
- Collect InterLATA Calls- 1st minute (B9 of Page 2)**
- Collect InterLATA Calls- Add'l minute (B10 of Page 2)
- Collect Interstate- 1st minute (B12 of Page 2)
- Collect Interstate- Add'l minute (B13 of Page 2)
- Commission Rate for Collect Local Calls (D17 of Page 2)

- Commission Rate for Collect InterLATA, IntraLATA and Interstate Calls (D18 of Page 2)

** The rate for the first minute of any Collect IntraLATA , InterLATA or Interstate call shall include the first minute of the call plus any surcharge fees to set up the call.

The following information will be automatically populated when the information above is inserted:

- Total Cost to the Consumer for Collect Local Calls (D4)
- Total Cost to the Consumer for Collect IntraLATA Calls- 1st minute (D6)
- Total Cost to the Consumer for Collect IntraLATA Calls- Add'1 minute (D7)
- Total Cost to the Consumer for Collect InterLATA Calls- 1st minute (D9)
- Total Cost to the Consumer for Collect InterLATA Calls- Add'1 minute(D10)
- Total Cost to Consumer for Collect Interstate Calls- 1st minute (D12)
- Total Cost to Consumer for Collect Interstate Calls- Add'1 minute (D13)
- Total 1 year Cost to Consumer for Collect Calls (D15)
- Total 3 year Cost to Consumer for Collect Calls (D16)
- Total 3 year Revenue to the State for Collect Local Calls (D19)
- Total 3 year Revenue to the State for Collect InterLATA, IntraLATA and Interstate Calls (D20)

Page 3- Attachment M- Fees

Offerors are to insert their fees for each type of fee listed on Page 3- Attachment M. No other fees will be allowable under any resulting contract.

The total fees to the consumer and the 3 year total cost to the consumer for fees will be automatically calculated.

Page 4- Attachment M- Summary of Costs and Revenue

All information on Summary Sheet- Page 4 will be automatically populated from Pages 1, 2 and 3.

Page 5- Attachment M- International Rates

Offerors are to insert their international peak rates per minute and international evening and weekend rates for each county listed on Page 5- Attachment M.

Offerors may propose a bid at or below the not-to-exceed rates identified in Section 5.7 . **Offerors proposing rates which exceed these maximum call rates will be deemed not reasonably susceptible of being selected for award and will be eliminated from further consideration.**

ATTACHMENT M FINANCIAL PROPOSAL FORM

(See attached Excel spreadsheet)

**DPSCS Q0013001- FINANCIAL PROPOSAL
DEBIT/PREPAID CALL RATES
ATTACHMENT M- PAGE 1**

1	A	B	C	D
		CALL RATE	ESTIMATED # OF MINUTES/CALLS (based on 1 yr)	TOTAL COST TO THE CONSUMER
4	Debit/Prepaid Local call rate		49,617,255	\$ -
6	Debit/prepaid IntraLATA 1st minute rate		41,605	\$ -
7	Debit/prepaid IntraLATA Add'l minute rate		271,757	\$ -
9	Debit/prepaid InterLATA 1st minute rate		284,008	\$ -
10	Debit/prepaid InterLATA Add'l minute rate		2,000,456	\$ -
12	Debit/prepaid Interstate 1st minute rate		111,017	\$ -
13	Debit/prepaid Interstate Add'l minute rate		853,060	\$ -
15	Total 1 year Cost to Consumers for Debit/Prepaid Calls (Sum of Column D)			\$ -
16	Total 3 year Cost to Consumers for Debit/Prepaid calls (Sum of Column D x 3)			\$ -
17	Commission Rate for Debit/Prepaid Calls- Local, InterLATA, IntraLATA and Interstate			0.00%
18	Total 3 year Revenue to the State for Debit/Prepaid Calls			\$ -

Estimated # of calls are for evaluation purposes. DPSCS makes no guarantees for maximum or mimim # of calls.

Offeror's Name: _____

Offeror's Address: _____

FEIN: _____

Signature of Authorized Individual: _____

Date: _____

**DPSCS Q0013001- FINANCIAL PROPOSAL
COLLECT CALL RATES
ATTACHMENT M- PAGE 2**

1	A	B	C	D
2		CALL RATE	ESTIMATED # OF MINUTES/CALLS (based on 1 yr)	TOTAL COST TO THE CONSUMER
4	Collect Local Call Rate	\$ -	68,888,337	\$ -
6	Collect IntraLATA 1st minute rate		108,685	\$ -
7	Collect IntraLATA Add'l minute rate	\$ -	1,583,025	\$ -
9	Collect InterLATA 1st minute rate	\$ -	365,268	\$ -
10	Collect InterLATA Add'l minute rate	\$ -	5,317,624	\$ -
12	Collect Interstate 1st minute rate	\$ -	94,330	\$ -
13	Collect Interstate Add'l minute rate	\$ -	1,357,254	\$ -
13	Total 1 yr cost to Consumers for Collect Calls			\$ -
14	Total 3 yr cost to Consumers for Collect Calls (Sum of Column D x 3)			\$ -
15	Commission Rate for Collect Local Calls			0.00%
16	Commission Rate for Collect InterLATA, IntraLATA and Interstate Calls			0.00%
17	3 yr Revenue to the State for Collect Local Calls			\$ -
18	3 yr Revenue to the State for InterLATA, IntraLATA and Interstate Calls			\$ -

Estimated # of calls are for evaluation purposes. DPSCS makes no guarantees for maximum or mimim # of calls.

DPCS Q0013001- FINANCIAL PROPOSAL

FEEs

ATTACHMENT M- PAGE 3

* These fees are only applicable to those consumers who use the service

	A	B
	Types of Fees	Fee
1	Account Setup	\$ -
2	Account Funding (Check or Money Order)	\$ -
3	Account Funding (Credit Card)	\$ -
4	Refund	\$ -
5	Account Closure	\$ -
6	Wireless Administration (for BNA)	\$ -
7	Local Exchange Carrier Bill Statement Charge	\$ -
8	Federal Regulatory Recovery Fee	\$ -
9	Returned Check	\$ -
10	No Account Cell Phone Usage Fee	\$ -

Total Fees to Consumer \$ -

Total 3 yr Fees to Consumer \$ -

DPPCS Q0012013- FINANCIAL PROPOSAL FORM
SUMMARY OF TOTAL REVENUE TO THE STATE AND COST TO THE CONSUMERS
ATTACHMENT M- PAGE

REVENUE TO THE STATE

TOTAL 3 YR REVENUE TO THE STATE FOR DEBIT/PREPAID CALLS	\$ -
TOTAL 3 YR REVENUE TO THE STATE FOR COLLECT LOCAL CALLS	\$ -
TOTAL 3 YR REVENUE TO THE STATE FOR COLLECT INTERLATA, INTRALATA AND INTERSTATE CALLS	\$ -
TOTAL 3 YR REVENUE TO THE STATE	\$ -

COST TO THE CONSUMER

TOTAL 3 YR COST TO CONSUMERS FOR DEBIT/PREPAID CALLS	\$ -
TOTAL 3 YR COST TO THE CONSUMERS FOR COLLECT CALLS	\$ -
TOTAL 3 YR COST TO THE CONSUMERS FOR FEES	\$ -
TOTAL 3 YR COST TO CONSUMER FOR ALL CALL TYPES AND FEES	\$ -

International Debit Rates

Country	Country Code	Peak Rate Per Minute 8AM to	Evening Night and Weekend
Albania	355		
Algeria	213		
American Samoa	+1 684		
Andorra	376		
Angola	244		
Anguilla	+1 264		
Antarctica (Scott) -- (ALL)	672		
Antigua	+1 268		
Argentina	54		
Armenia	374		
Aruba	297		
Ascension Island	247		
Australia	61		
Austria	43		
Azerbaijan	994		
Bahamas	+1 242		
Bahrain	973		
Bangladesh	880		
Barbados	+1 246		
Belarus	375		
Belgium	32		
Belize	501		
Benin	229		
Bermuda	+1 441		
Bhutan	975		
Bolivia	591		
Bosnia Herzegovina	387		
Botswana	267		
Brazil	55		
British Virgin Islands	+1 284		
Brunei	673		
Bulgaria	359		
Burkina Faso	226		
Burma	95		
Burundi	257		
Cambodia	855		
Cameroon	237		
Canada	+1		
Cape Verde Islands	238		
Cayman Islands	+1 345		
Central African Republic	236		
Chad	235		

Chile	56		
China	86		
Christmas & Cocos Islands	672		
Colombia	57		
Comoros	269		
Congo	242		
Cook Islands	682		
Costa Rica	506		
Croatia	385		
Cuba	53		
Cyprus	357		
Czech Republic	420		
Denmark	45		
Diego Garcia	246		
Djibouti	253		
Dominica	+1 767		
Dominican Republic	+1 809, 829 & 849		
Ecuador	593		
Egypt	20		
El Salvador	503		
Equatorial Guinea	240		
Eritrea	291		
Estonia	372		
Ethiopia	251		
Falkland Islands	500		
Faroe Islands	298		
Federated Micronesia	691		
Fiji Islands	679		
Finland	358		
France	33		
French Antilles	596		
French Guiana	594		
French Polynesia	689		
Gabon	241		
Gambia	220		
Georgia	995		
Germany	49		
Ghana	233		
Gibraltar	350		
Greece	30		
Greenland	299		
Grenada	+1 473		
Guadeloupe	590		
Guam	+1 671		
Guantanamo	53		
Guatemala	502		
Guinea	224		

Guinea-Bissau	245		
Guyana	592		
Haiti	509		
Honduras	504		
Hong Kong	852		
Hungary	36		
Iceland	354		
India	91		
Indonesia	62		
Iran	98		
Iraq	964		
Ireland	353		
Israel	972		
Italy	39		
Ivory Coast	225		
Jamaica	+1 876		
Japan	81		
Jordan	962		
Kazakhstan	7		
Kenya	254		
Kiribati	686		
Korea, North	850		
Korea, South	82		
Kuwait	965		
Kyrgyzstan	996		
Laos	856		
Latvia	371		
Lebanon	961		
Lesotho	266		
Liberia	231		
Libya	218		
Liechtenstein	423		
Lithuania	370		
Luxembourg	352		
Macao	853		
Macedonia	389		
Madagascar	261		
Malawi	265		
Malaysia	60		
Maldives	960		
Mali	223		
Malta	356		
Marshall Islands	692		
Mauritania	222		
Mauritius	230		
Mayotte Island	269		
Mexico (all)	52		

Moldova	373		
Monaco	377		
Mongolia	976		
Montserrat	+1 664		
Morocco	212		
Mozambique	258		
Namibia	264		
Nauru	674		
Nepal	977		
Netherlands	31		
Netherlands Antilles	599		
Nevis	869		
New Caledonia	687		
New Zealand	64		
Nicaragua	505		
Niger	227		
Nigeria	234		
Niue	683		
Norfolk Island	672		
Norway	47		
Oman	968		
Pakistan	92		
Palau	680		
Panama	507		
Papua New Guinea	675		
Paraguay	595		
Peru	51		
Philippines	63		
Poland	48		
Portugal	351		
Puerto Rico	+1 787, 939		
Qatar	974		
Reunion	262		
Romania	40		
Russia	7		
Rwanda	250		
San Marino	378		
Sao Tome	239		
Saudi Arabia	966		
Senegal	221		
Seychelles	248		
Sierra Leone	232		
Singapore	65		
Slovakia	421		
Slovenia	386		
Solomon Islands	677		
Somalia	252		

South Africa	27		
Spain	34		
Sri Lanka	94		
St Pierre Miquelon	508		
St. Helena	290		
St. Kitts	+1 869		
St. Lucia	+1 758		
St. Vincent & The Grenadines	+1 784		
Sudan	249		
Suriname	597		
Swaziland	268		
Sweden	46		
Switzerland	41		
Syria	963		
Taiwan	886		
Tajikistan	992		
Tanzania	255		
Thailand	66		
Togo	228		
Tonga	676		
Trinidad	+1 868		
Tunisia	216		
Turkey	90		
Turkmenistan	993		
Turks & Caicos Islands	+1 649		
Tuvalu	688		
U.S. Virgin Islands	+1 340		
Uganda	256		
Ukraine	380		
United Arab Emirates	971		
United Kingdom	44		
Uruguay	598		
Uzbekistan	998		
Vanuatu	678		
Vatican City	379		
Venezuela	58		
Vietnam	84		
Wallis & Fortuna Islands	681		
Western Samoa	685		
Yemen	967		
Yugoslavia	381		
Zaire	243		
Zambia	260		
Zimbabwe	263		

In accordance with Section 5.7 of the RFP, Offerors may propose a bid at or below the not-to-exceed rates

**Offerors proposing rates which exceed these maximum rates will be deemed not reasonably susceptible o
and will be eliminated from further consideration.**

identified in Section 5.7.

f being selected for award

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a **Ten (10) percent** minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the 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.

MBE GOALS AND SUBGOALS

- An MBE subcontract participation goal of **ten (10)** percent of the **Total Gross Revenue** has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises
- ◆ 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:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment N-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 and 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 percentage of total gross revenue associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment N-1 (Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule) at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that

the Offeror is not reasonably susceptible of being selected for award.

◆ 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.

- (1) Outreach Efforts Compliance Statement (Attachment N-2)
- (2) Subcontractor Project Participation Statement (Attachment N-3)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment N-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed documentation 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 not already been awarded, the award is voidable.

MBE REPORTING INSTRUCTIONS

The Prime Contractor shall:

1. Submit by the 10th of each month to the Department a Prime Contractor Paid/Unpaid MBE Invoice Report 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 N-4)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department a Subcontractor Paid/Unpaid MBE Invoice 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 N-5)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall 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. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
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 shall 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.
5. At the option of the procurement agency, upon completion of the contract and before final

payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit – Attachment N-1 (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement – Attachment N-2 (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification – Attachment N-3 (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Prime Contractor Paid/Unpaid MBE Invoice Report – Attachment N-4 (must be submitted by the 10th of each month by the Prime Contractor)
- E. Subcontractor Paid/Unpaid MBE Invoice Report – Attachment N-5 (must be submitted by the 10th of each month by the Subcontractor)

ATTACHMENT N-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, 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. **DPSCS Q0013001**, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **10% of the Total Gross Revenue**. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a complete waiver, in whole, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a partial waiver of the overall goal and have identified the portion of the MBE goal I intend to achieve through a specific commitment of the certified Minority Business Enterprises listed in the MBE Participation Schedule below. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation (for the portion I am unable to achieve) in accordance with COMAR 21.11.03.11.

2. *I understand that if I am notified that I am the apparent awardee, I must submit the following additional 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 N-2)
- (b) Subcontractor Project Participation Certification (Attachment N-3)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I understand 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.

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. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total gross revenue allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are

certified by the Maryland Department of Transportation.

MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
<p>For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)</p> <p><input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned</p>	
<p>Percentage of Total Contract Value to be provided by this MBE: ____ %</p> <p>Description of Work to Be Performed:</p>	
Minority Firm Name	MBE Certification Number
<p>For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)</p> <p><input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned</p>	
<p>Percentage of Total Contract Value to be provided by this MBE: ____ %</p> <p>Description of Work to Be Performed:</p>	
Minority Firm Name	MBE Certification Number
<p>For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)</p> <p><input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned</p>	
<p>Percentage of Total Contract Value to be provided by this MBE: ____ %</p> <p>Description of Work to Be Performed:</p>	
Minority Firm Name	MBE Certification Number
<p>For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)</p> <p><input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned</p>	
<p>Percentage of Total Contract Value to be provided by this MBE: ____ %</p> <p>Description of Work to Be Performed:</p>	

Continue on a separate page, if needed.

SUMMARY

Total *African-American MBE* Participation: _____ %
Total *Woman-Owned MBE* Participation: _____ %
Total *Other* Participation: _____ %

Total ALL MBE Participation: _____ %

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the proposal or offer submitted in response to Solicitation Number **DPSCS Q0013001**, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.

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

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

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

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

ATTACHMENT N-3

SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment N-1 within 10 working days of notification of apparent award.

_____ (prime Contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation No. **DPSCS Q0013001** described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Signature

 Printed Name, Title

 Date

By: _____
 Signature

 Printed Name, Title

 Date

To the best of my knowledge, I affirm that the proceeding reported information is true and correct:

PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT N-5

**MARYLAND DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR PAYMENT REPORT**

(All bolded text is critical and must be included)

Beginning Report Date (MM/DD/YY) _____ Ending Report Date (MM/DD/YY) _____ Report due by the 10th of following month.	Project / Contract Number: _____ Project / Contract Title: _____
BPO/PO Number: _____ Project / Contract Start Date: _____ Project / Contract End Date: _____	Prime Contract Amount: \$ _____ Total Subcontract Amount: \$ _____ Amount Received Contract To Date: \$ _____

MBE Subcontractor Name: _____
Contact Person: _____ **Email:** _____
Address: _____ **MDOT Certification #:** _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____ **Fax:** _____
MBE Services Provided: _____

List all payments received from Prime Contractor during this Reporting Month. 1. \$ _____ Check No. _____ 2. \$ _____ Check No. _____ 3. \$ _____ Check No. _____ Total Dollars received this month \$ _____	List dates and amount of any invoices over 45 days. 1. \$ _____ Invoice No. _____ Date _____ 2. \$ _____ Invoice No. _____ Date _____ 3. \$ _____ Invoice No. _____ Date _____ Total Dollars Unpaid \$ _____
--	--

Prime Contractor Name: _____ **Contact Person:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____ **Fax:** _____ **Email:** _____

Send one (1) copy of this form to: DPSCS Contract Monitor _____ Phone Number: _____ _____ Email Address: _____	Send Original Form to: Minority Business Enterprise Office Department of Public Safety and Correctional Services 6776 Reisterstown Road, Suite 208 Baltimore, MD 21215 410.585.3744 mbe@dpscs.state.md.us
--	---

To the best of my knowledge, I affirm that the information reported above is true and correct.
Signature: _____ **Date:** _____

 (Print Name and Title)

DPSCS OS 08 MBE
Revised 6/22/2012

To be completed **Monthly** by MBE Subcontractor to MBE Office.



Department of Public Safety and Correctional Services

Office of the Secretary

300 E. JOPPA ROAD • SUITE 1000 • TOWSON, MARYLAND 21286-3020
(410) 339-5000 • FAX (410) 339-4240 • TOLL FREE (877) 379-8636 • V/TTY (800) 735-2258 • www.dpscs.maryland.gov

STATE OF MARYLAND

MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LT. GOVERNOR

GARY D. MAYNARD
SECRETARY

G. LAWRENCE FRANKLIN
DEPUTY SECRETARY
ADMINISTRATION

J. MICHAEL STOUFFER
DEPUTY SECRETARY
OPERATIONS

RHEA L. HARRIS
ASSISTANT SECRETARY/
CHIEF OF STAFF

DAVID N. BEZANSON
ASSISTANT SECRETARY
CAPITAL PROGRAMS

JON P. GALLEY
DIRECTOR
NORTHERN REGION

WENDELL M. FRANCE
DIRECTOR
CENTRAL REGION

PATRICIA VALE
DIRECTOR
SOUTHERN REGION

PATUXENT INSTITUTION

MARYLAND COMMISSION
ON CORRECTIONAL
STANDARDS

MARYLAND POLICE &
CORRECTIONAL TRAINING
COMMISSION

MARYLAND PAROLE
COMMISSION

CRIMINAL INJURIES
COMPENSATION BOARD

EMERGENCY NUMBER
SYSTEMS BOARD

SUNDRY CLAIMS BOARD

INMATE GRIEVANCE OFFICE

DPSCS Q0013001 INMATE PAYPHONE EQUIPMENT AND SERVICES

ADDENDUM #1

July 20, 2012

Dear Vendors:

This addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been underlined and marked in bold (i.e., **word**) and language deleted has been marked with a ~~strikeout~~ (i.e., ~~word~~).

1. Amend Attachment D of the RFP as follow:

Project No. Q0013001

PRE-PROPOSAL CONFERENCE RESPONSE FORM

A pre-proposal conference shall be held at 10:00 ~~PMAM~~ on Thursday, July ~~26~~ 25, 2012 at **300 E. Joppa Road, Towson MD 21286**. Please return this form by 2:00 PM, Wednesday, July 25, 2012 advising whether or not you plan to attend. For directions to the meeting site, you may contact the Procurement Officer at (410) 339-5013.

Return this form to:

Department of Public Safety and Correctional Services
Joselyn Hopkins, Procurement Unit
300 E. Joppa Road, Suite 1000
Towson, MD 21286
Fax # 410 339-4240

Please indicate:

_____ Yes, the following representatives shall be in attendance:

- 1. _____
- 2. _____
- 3. _____

_____ No, we shall not be in attendance.

_____ Contact Name (Please Print)
_____ Signature (Date)
_____ Company Name and Title
_____ E-Mail Address

Date Issued: July 20, 2012

By: _____

Joselyn Hopkins
Director of Procurement Services



Department of Public Safety and Correctional Services

Office of the Secretary

300 E. JOPPA ROAD • SUITE 1000 • TOWSON, MARYLAND 21286-3020
(410) 339-5000 • FAX (410) 339-4240 • TOLL FREE (877) 379-8636 • V/TTY (800) 735-2258 • www.dpsscs.maryland.gov

STATE OF MARYLAND

MARTIN O'MALLEY
GOVERNOR

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INMATE GRIEVANCE OFFICE

DPSSCS Q0013001 INMATE PAYPHONE EQUIPMENT AND SERVICES

ADDENDUM #2

August 8, 2012

Dear Vendors:

This addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been underlined and marked in bold (i.e; **word**) and language deleted has been marked with a ~~strikeout~~ (i.e., ~~word~~).

1. Amend Section 1.1 of the RFP as follows:

This RFP defines the requirements for the local equipment and local and long distance payphone services required by DPSSCS. The State of Maryland requires a single Contractor to provide the following:

- Pay stations for collect local and long distance calling telephone services and a system to control, monitor and record the telephone use of the inmates of the DPSSCS.
- ~~Pay stations for local and long distance calling services for non inmate controlled environments within DPSSCS.~~
- Provide both the local and long distance services, and the equipment outlined within this RFP through its own workforce or with subcontractors.

2. Amend Section 2.1 of the RFP as follows:

~~w. **Public Use** A pay station that is generally accessible by the public.~~

3. Attachment E revised to identify the region that each facility is located in and the average daily population (ADP) of each facility.
4. Section 1.34 Site Visits was added to the RFP. Site visits will be conducted on Tuesday, August 21st and Wednesday, August 22nd.
5. Section 1.35 Minority Business Enterprise was added to the RFP. An MBE requirement of 10% of the Total Gross Revenue of the Contract has been established for this RFP.

6. Remove Section 3.3.13 of the RFP as follows:

~~3.3.13 The Contractor shall provide, as part of the awarded contract, all non-expendable miscellaneous equipment such as computer, printer, modems, and system software necessary to allow DPSCS officials to query, display, and print individual inmate telephone activity.~~

7. Correct the numbering in Section 5.2 of the RFP as follows:

- 1) The proposed equipment and services solution (Ref. Sections 3.2 through 3.14).
- 2) Offeror's experience and capabilities that illustrate the Offeror's ability to provide the equipment and services required (Ref. Section 4. Tab A).
- 4) 3) Economic benefit factors (Ref. Section 4. Tab I).

8. Amend Section 3.3.9 of the RFP as follows:

3.3.9 All pay stations and call monitoring equipment currently installed in DPSCS facilities are to be replaced by the Contractor with new equipment, equipped with the latest technology, on a one-to-one basis. For example: if there are currently 2,000 pay stations located in the DPSCS facilities, then 2,000 are to be replaced. ~~If incumbent is awarded the contract, they shall be required to replace all pay stations that are unusable or incapable of delivering phone services with the latest technology.~~

9. Remove Section 3.7.11 of the RFP as follows:

~~3.7.11 The system shall provide options for call acceptance (voice, computer, etc.).~~

10. Remove Sections 3.11.8 and 3.11.9 of the RFP as follows:

3.11.8 ~~The Contractor shall describe any changes to existing power and space capacity in the telephone room that would be needed by Contractor's system.~~

3.11.9 ~~The Contractor shall describe any improvements, enhancements or equipment/cabling replacements that will be provided.~~

11. Amend Section 3.4.10 of the RFP as follows:

3.4.10 The system shall require inmates to input all individuals name from their calling list along with the phone number **using the Inmate Payphone System.**

12. Amend Section 3.6.4 of the RFP as follows:

3.6.4 ~~The system shall have the capability for DPSCS headquarters, and another site to be determined, to have access to any of the 25 facilities data and to monitor real time information.~~ **The system shall have the capability for selected DPSCS staff to have access to any of the 25 facilities' data and monitor real time information through an internet web-based application.**

13. Amend Section 3.8.8 of the RFP as follows:

On-site computers (**DPSCS owned**) and web-based program shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration and programming, time of day automatic shutdown of telephones, and generation of administrative reports.

14. Attachment N has been added to the RFP which includes all of the required Minority Business Enterprise Forms.

15. Amend Page ii of the Key Information Sheet to change the proposal due date as follows:

Proposal Due Date and Time: ~~Wednesday, August 15, 2012 @ 2:00 PM (Local Time)~~
Wednesday, September 12, 2012 @ 11:00 AM (Local Time)

16. Amend Section 1.8 Proposals Due (Closing) Date to change the proposal due date from August 15, 2012 @ 2:00 PM (Local Time) to Wednesday, September 12, 2012 @ 11:00 AM (Local Time).

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than ~~2:00 p.m.~~ **11:00 AM** EDT on ~~Wednesday, August 15, 2012,~~ **Wednesday, September 12, 2012** in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Ensure that the CDs are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date shall not be considered. Proposals delivered by facsimile or email shall not be considered.

17. Amend Section 4.4 Volume I- Technical Proposal to include Attachment L for the submission of MBE Utilization and Fair Solicitation Affidavit.

TABL. COMPLETED CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Attachment N-1)

Date Issued: August 8, 2012

By: _____
Joselyn Hopkins
Director of Procurement Services



Department of Public Safety and Correctional Services

Office of the Secretary

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DPSCS Q0013001 INMATE PAYPHONE EQUIPMENT AND SERVICES

ADDENDUM #3

August 29, 2012

STATE OF MARYLAND

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INMATE GRIEVANCE OFFICE

Dear Vendors:

This addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been underlined and marked in bold (i.e; **word**) and language deleted has been marked with a ~~strikeout~~ (i.e., ~~word~~).

1. Amend Section 3.1 of the RFP as follows:

Currently, the State has an agreement with Securus Technologies to provide pay station equipment, local phone services and long distance carrier services to pay stations within DPSCS. Under the current contract with Securus Technologies, the State's Inmate Welfare Fund received approximately ~~\$9.6~~ **\$7** million dollars in revenue annually.

2. Amend RFP to include Section 3.18 as follows:

3.18 INTERFACING WITH OFFENDER MANAGEMENT SYSTEMS AND OFFENDER FINANCIAL SYSTEMS

The Department's Information Technology and Communication Division (ITCD) provides an inmate total population file, which is a file listing of all inmates (first name, last name, facility location, housing location, DOC #, last 4 digits of their SS #) for all MD DOC sites. This file is sent twice per day 7 days per week to capture movement and releases. These files also limits each inmate as to where they can place calls from, some down to their assigned housing unit.

ITCD also sends a Detainee total population file, which is a file listing of all detainees (first name, last name, facility location, housing location, DOC #) for all MD Pre Trial sites. This file is sent twice per day 7 days per week to capture movement and releases. These files do NOT limit where the inmate can make a call from as long as it is a Pre Trial location.

The Department currently has a mainframe inmate finance system named MOBS. In order to support inmate Debit services ITCD sends a MOBS file once per day on any day that a MD DOC inmate purchases credit for his debit account.

The Department is in the process of migrating to a new Offender Based Management System (OCMS). This new system uses the State Identification Number (SID) as the primary ID for detainees and inmates. ITCD will provide the total populations file(s) from this system once it becomes the system of record.

The Department is pending the award of a Commissary service. As part of the RFP the awarded vendor is required to install and make operational a new Offender/Inmate Banking System. The RFP calls for the SID to be the primary ID used in this system. ITCD will manage the finance interface to this new system. It is unknown at this time, but an interface may be needed to the new commissary system providing automated purchases of credit for inmate and detainee debit accounts.

3. Amend Section 5.7 Financial Proposal Evaluation as follows:

The Offeror providing the highest revenue to the State for the Total 3 Year Revenue for all Call Types on Page 3 **4** of Attachment M will receive a total score of 45. All other Offerors will receive a proportionately lower score for their Total 3 Year Revenue to the State. The Offeror's Total 3 Year Revenue to the State will then be divided by the highest revenue offer. The results will then be multiplied by 45 which will provide a proportionately lower score relative to the highest revenue Offeror.

The Offeror providing the lowest 3 Year Cost to the Consumer for all Call Types **and Fees** on Page 3 **4** of Attachment M will receive a total score of 55. All other Offerors will receive a proportionately lower score for their 3 Year Cost to the Consumer for all Call Types **and Fees**. The lowest cost to the consumer will then be divided by the Offeror's cost to the consumer. This result will then be multiplied by 55 which will provide a proportionately lower score relative to the score of the Offeror with the lowest cost to consumer. Offerors are expected to provide calling rates that do not cause a financial hardship on families of inmates.

The results of these two calculations will be added together. The Offeror receiving the highest combined score will be ranked number one financially. All other Offerors will be ranked accordingly based on the combined score they receive.

For example:

Company A proposes:

Total 3 Year Revenue to the State (All Call Types): \$523,223 (receives a score of 45)

Company B proposes:

Total 3 Year Revenue to the State (All Call Types): \$427,568 (receives a score of 36.90)

Calculation: $\$427,568 \text{ divided by } \$523,223 = 0.82 \times 45 = 36.90$

Company A Proposes:

Total 3 Year Cost to the Consumer (All Call Types) = \$812,097 (receives a score of 53.90)

Company B proposes:

Total 3 Year Cost to the Consumer (All Call Types) = \$799,822 (receives a score of 55)

Calculation: \$799,822 divided by \$812,097 = 0.98 X 55 = 53.90

Financial Ranking

Company A: 45 + 53.90 = 98.90

Company B: 36.90 + 55 = 91.90

Company A would be ranked number one financially.

The State has specified below the maximum call ~~surcharges and~~ rates that can be submitted for each call type in Attachment M. Offerors may propose a bid at or below these not-to-exceed ceilings. **Offerors proposing rates which exceed these maximum call surcharges and rates will be deemed not reasonably susceptible of being selected for award and will be eliminated from further consideration.** These call ~~surcharge and~~ rate ceilings apply to all call types of Attachment M. Additionally, the Contractor will keep its call ~~surcharges and~~ rates at or below those submitted on their financial proposal throughout the initial three (3) year base term. If the State exercises any renewal option, the Contractors may adjust its call surcharges and rates as outlined in **Section 1.25.4.**

4. Amend Section 5.7 Summary of Call Rates as follows:

The call ~~surcharge and~~ rate not-to-exceed ceilings are:

~~Local and IntraLATA~~

	Collect	Prepaid
Local	\$0.85	\$0.50
IntraLATA		\$2.25
— 1 st Min	\$2.47	\$0.27
— Add'l Min	\$0.15	\$0.21
InterLATA		
— Intrastate		
— 1 st Min	\$2.85	\$0.30
— Add'l Min	\$0.30	\$0.30
InterLATA		
— Interstate		
— 1 st Min	\$3.00	\$0.30
— Add'l Min	\$0.30	\$0.30

Summary of Call Rates

DEBIT/PREPAID CALLS		
	1st Minute	Additional Minute
Local	\$0.50	\$0.50
IntraLata	\$2.52	\$0.21
InterLata	\$0.30	\$0.30
Interstate	\$0.30	\$0.30

COLLECT CALLS		
	1st Minute	Additional Minute
Local	\$0.85	\$0.85
IntraLata	\$2.47	\$0.15
InterLata	\$2.85	\$0.30
Interstate	\$2.85	\$0.30

5. Amend Section 5.7 of Financial Proposal Form to include International Debit Rates.
6. Amend Attachment F to include Call History and Revenue by Location from the time period July 1, 2011-June 30, 2012.
7. Amend Attachment G to reflect local calls and local minutes for period of July 1, 2011-June 30, 2012.
8. Amend Attachment H to reflect toll calls and minutes for the period of July 1, 2011-June 30, 2012.
9. Revise Attachment L – Financial Proposal Sheet Instructions as follows:

ATTACHMENT L FINANCIAL PROPOSAL SHEET INSTRUCTIONS

Page 1- Attachment M- Debit/Prepaid Call Rates

Offerors are to insert their rates on Page 1 of Attachment M for the following:

- Debit/Prepaid Local Calls (B4 of Page 1)
- Debit/Prepaid IntraLATA Calls- 1st minute (B6 of Page 1)**
- Debit/Prepaid IntraLATA Calls- Add'l minute (B7 of Page 1)
- Debit/Prepaid InterLATA Calls- 1st minute (B9 of Page 1)**
- Debit/Prepaid InterLATA Calls- Add'l minute (B10 of Page 1)
- **Debit/Prepaid Interstate Calls- 1st minute (B12 of Page 1)**
- **Debit/Prepaid Interstate Calls- Add'l minute (B13 of Page 1)**
- Commission Rate for Debit/Prepaid Calls- Local, InterLATA, and IntraLATA **and Interstate Calls** (~~B15~~ **D17** of the Page 1)
- Offeror's are to fill in the vendor name, address, federal identification number and sign and date the bottom of Page 1.

** The rate for the first minute of any Debit/Prepaid IntraLATA, ~~or~~ InterLATA **and Interstate** call shall include the first minute of the call plus any surcharge fees to set up the call.

The following information will be automatically populated when the information above is inserted:

- Total Cost to the Consumer for Debit/Prepaid Local Calls (D4)
- Total Cost to the Consumer for Debit/Prepaid IntraLATA Calls- 1st minute (D6)
- Total Cost to the Consumer for Debit/Prepaid IntraLATA Calls- Add'l minute (D7)
- Total Cost to the Consumer for Debit/Prepaid InterLATA Calls- 1st minute (D9)
- Total Cost to the Consumer for Debit/Prepaid InterLATA Calls- Add'l minute(D10)
- **Total Cost to Consumer for Debit/Prepaid Interstate Calls- 1st minute (D12)**
- **Total Cost to Consumer for Debit/Prepaid Interstate Calls- Add'l minute (D13)**
- Total 1 year Cost to Consumer for Debit/Prepaid Calls (~~D13~~ **D15**)
- Total 3 year Cost to Consumer for Debit/Prepaid Calls (~~D14~~ **D16**)
- Total 3 year Revenue to the State for Debit/Prepaid Calls (~~D16~~ **D18**)

Page 2- Attachment M- ~~Non-Debit/Prepaid~~ Call Rates

Offerors are to insert their rates on Page 2 of Attachment M for the following:

- ~~Non-Debit/prepaid~~ **Collect** Local Calls (B 4 of Page 2)
- ~~Non-Debit/prepaid~~ **Collect** IntraLATA Calls- 1st minute (B6 of Page 2)**
- ~~Non-Debit/prepaid~~ **Collect** IntraLATA Calls- Add'l minute (B7 of Page 2)
- ~~Non-Debit/prepaid~~ **Collect** InterLATA Calls- 1st minute (B9 of Page 2)**
- ~~Non-Debit/prepaid~~ **Collect** InterLATA Calls- Add'l minute (B10 of Page 2)
- **Collect Interstate Calls- 1st minute (B12 of Page 2)**
- **Collect Interstate Calls- Add'l minute (B13 of Page 2)**
- Commission Rate for ~~Non-Debit~~ **Collect** Local Calls (~~D15~~ **D17** of Page 2)
- Commission Rate for ~~Non-Debit~~ **Collect** InterLATA and IntraLATA Calls (~~D16~~ **D18** of Page 2)

** The rate for the first minute of any ~~Non-Debit/Prepaid~~ **Collect** IntraLATA, ~~or~~ InterLATA **or Interstate** call shall include the first minute of the call plus any surcharge fees to set up the call.

The following information will be automatically populated when the information above is inserted:

- Total Cost to the Consumer for ~~Non-Debit/Prepaid~~ **Collect** Local Calls (D4)
- Total Cost to the Consumer for ~~Non-Debit/Prepaid~~ **Collect** IntraLATA Calls- 1st minute (D6)
- Total Cost to the Consumer for ~~Non-Debit/Prepaid~~ **Collect** IntraLATA Calls- Add'l minute (D7)
- Total Cost to the Consumer for ~~Non-Debit/Prepaid~~ **Collect** InterLATA Calls- 1st minute (D9)
- Total Cost to the Consumer for ~~Non-Debit/Prepaid~~ **Collect** InterLATA Calls- Add'l minute(D10)
- **Total Cost to Consumer for Collect Interstate Calls- 1st minute (D12)**
- **Total Cost to Consumer for Collect Interstate Calls- Add'l minute (D13)**
- Total 1 year Cost to Consumer for ~~Non-Debit/Prepaid~~ **Collect** Calls (~~D13~~ **D15**)
- Total 3 year Cost to Consumer for ~~Non-Debit/Prepaid~~ **Collect** Calls (~~D14~~ **D16**)
- Total 3 year Revenue to the State for ~~Non-Debit/Prepaid~~ **Collect** Local Calls (~~D17~~ **D19**)
- Total 3 year Revenue to the State for ~~Non-Debit/prepaid~~ **Collect** InterLATA and IntraLATA Calls (~~D18~~ **D20**)

Page 3- Attachment M- Fees

Offerors are to insert their fees for each type of fee listed on Page 3- Attachment M. No other fees will be allowable under any resulting contract.

The total fees to the consumer and the 3 year total cost to the consumer for fees will be automatically calculated.

Page 3- 4- Attachment M- Summary of Costs and Revenue

All information on Summary Sheet- Page 3 **4** will be automatically populated from Pages 1, 2 **and 3**.

Page 5- Attachment M- International Rates

Offerors are to insert their international peak rates per minute and international evening and weekend rates for each county listed on Page 5- Attachment M.

Offerors may propose a bid at or below the not-to-exceed rates identified in Section 5.7 . Offerors proposing rates which exceed these maximum call rates will be deemed not reasonably susceptible of being selected for award and will be eliminated from further consideration.

10. Revise Page 48 Attachments as follows:

ATTACHMENT F ~~Call History by Location~~ **Call History and Revenue July 1, 2011- June 30, 2012**

11. Revise Attachment M- Financial Proposal- Page 3 and 4- to allow the various fees under any resulting contract: Account Setup, Account Funding (Check or Money Order), Account Funding (Credit Card), Refund, Account Closure, Wireless Administration (for BNA), Local Exchange Carrier Bill Statement Charge, Federal Regulatory Recovery Fee, Returned Check Fee and No Account Cell Phone Usage Fee.

Date Issued: August 29, 2012

By: _____
Joselyn Hopkins
Director of Procurement Services



Department of Public Safety and Correctional Services

Office of the Secretary

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QUESTIONS AND ANSWERS #1

Solicitation: Q0013001

Inmate Payphone Equipment and Services

July 20, 2012

STATE OF MARYLAND

MARTIN O'MALLEY
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LT. GOVERNOR

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INMATE GRIEVANCE OFFICE

Ladies/Gentlemen:

This list of Questions and Responses #1, question #1, is being issued to clarify certain information contained in the above named RFP.

The statements and interpretations of contract requirements, which are stated in the following questions from potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the Department's responses to these questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. In the financial proposal document, interLATA and interstate calls have been combined into a single category and a single rate is to be proposed for both debit and collect calls. In the RFP document, the State has also capped rates at the current rates. Which rate cap will apply to the combined category, will it be current interLATA or the current interstate rate?

Response: The current interLATA rate of \$2.85 will apply to the combined category.

Date Issued: July 20, 2012

By: _____

Joselyn Hopkins

Director of Procurement Services



Department of Public Safety and Correctional Services

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QUESTIONS AND ANSWERS #2

Solicitation: Q0013001

Inmate Payphone Equipment and Services

August 8, 2012

STATE OF MARYLAND

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INMATE GRIEVANCE OFFICE

Ladies/Gentlemen:

This list of Questions and Responses #2, questions #1 though #50, is being issued to clarify certain information contained in the above named RFP.

The statements and interpretations of contract requirements, which are stated in the following questions from potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the Department's responses to these questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. TGR- Monthly Total Gross Revenue of a pay station for all calls made from payphones before any deductions are made for surcharges, taxes, etc., which includes both direct revenue and indirect revenue obtained from external sources, i.e., any source other than the party making the calls such as surcharges on IntraLATA toll calls. This does not include additional charges unrelated to the call such as surcharges resulting from governmental obligations (FCC taxes or surcharges). Does TGR include fees or charges, overt or covert, added to the call by the ITS provider to offset costs for services like voice recognition, maintenance, billing, etc.?

Response: The TGR must include all surcharges resulting from governmental obligations and should not include charges for services like voice recognition, maintenance, billing, etc.

2. Most ITS providers apply fees for various account services, e.g., account setup, deposits, refunds, non-use, and others. These fees are typically charged to the paying party's account, reducing the total revenue received from the actual calls and the commission that is received by the State. Will the State disallow or limit fees charged for account funding, refunding, billing services or other fees not directly associated with a call?

Response: Yes. The State is disallowing these fees.

3. Calls to cell phones are sometimes connected by allowing the called party to enter a credit card number or charge it to a cell phone account. In these instances, the called party can be charged a large amount, e.g., from \$5 to \$10, for the one time credit card call and the ITS provider may receive a large portion of the amount paid by the called

party. Will the State allow this type of billing, will the ITS provider be required to account for and pay commission of the full amount received for the call and how will this be accounted for by the ITS provider and verified by the State, (since these transactions are normally handled separate, off line, from the call billing process).

Response: No.

4. The high cost of calls, especially Interlata and Interstate, are a concern to the State. Will the State consider a per-minute rate that is the same for all calls? This would also eliminate inmates paying for a local number forwarded to an interstate location in order to pay a local call price for a more expensive interstate call.

Response: No.

5. The State can guarantee a monthly revenue stream, for budgetary purposes, and at the same time, in some cases, eliminate the concern for under payments or unauthorized charges. This can be accomplished receiving a Guaranteed Monthly Payment or an Inmate Per Diem Monthly Payment. Is this an option the State would like to consider in the proposal?

Response: No.

6. Is a signing bonus, paid at contract signing, an options that the State would like to consider?

Response: No

7. Please confirm the average stay for inmates booked per year. This information will only help in allowing us to provide a more advantageous offer for the State.

Response: In 2011, the average stay of an inmate was 20 months.

8. Please provide the current commission % and whether this is based on a percent of gross revenue, or other basis. Without this information, the incumbent is given a tremendous advantage in the RFP process.

Response: The current commission rates are as follows:

	Collect	Prepaid
Local	48%	60%
InterLATA	57.5%	60%

9. Does the current inmate phone provider currently take any deductions from a commission revenue, if so what are the deductions and how much?

Response: No. The current inmate phone provider currently does not take any deductions from the commission revenue.

10. Can the State confirm the number of public coin phones and locations that will be included in this Contract?
Response: There are no public phone coin phones under this contract. See Addendum #2.
11. Please clarify which correctional facilities fall within the North, South and Central Regions.
Response: See Addendum #2 and revised RFP.
12. Section 3.4.38 of the RFP- Will the State modify this requirement to remove the verbiage that “collect” calling be allowed from a cellular phone?
Response: No modification is required. Section 3.4.38 states that “The system shall allow collect/debit/prepaid calls to cellular phones.”
13. Section 3.8.7 of the RFP- Are cut-off switches presently installed in the institutions at phone level and living area level?
Response: Yes.
14. How many technicians are presently servicing the State of Maryland, and where are they located?
Response: There are currently 7 technicians presently servicing the State of Maryland- Cumberland, Hagerstown, Baltimore City, Jessup, Eastern Shore and there are two (2) Floating Technicians.
15. What the State’s overall MBE goals?
Response: The State’s overall MBE goal is 25% however MBE goals are determined based on a procurement basis. Each procurement is reviewed individually to determine the appropriate MBE participation goal.
16. Will the State allow potential bidders to conduct site surveys at the correctional facilities in order to develop appropriate cost estimates and implementation plans?
Response: Yes. See Addendum #2 and Section 1.34 of the Revised RFP.
17. Will the State provide an inventory of the type and quantity of phone enclosures and pedestals in place today?
Response: There are no phone enclosures and pedestals in place today.
18. If phone enclosures and pedestals are in place today, can the State indicate if they are located inside or outside a facility, and are they the property of the State?
Response: See response to #17.
19. Can the State provide the size of the phones being used today in correctional facilities?
Response: There are currently two sizes of phones being used today in correctional facilities: 11.2 inches long and 4 ¾ wide and 20 inches long and 7 ¾ inches wide.

20. What are the States' requirements for the installation of volume control buttons on the public phones?

Response: See response to #10.

21. Section 2.1 requires the Offeror to submit documentation from the Maryland PSC or the FCC providing evidence of eligibility to provide the services sought in the RFP. If the Offeror has applied for certification, but not yet received documentation from the Maryland PSC at the time of the proposal due date, is that Offeror precluded from replying to the RFP?

Response: Offerors must be eligible through the Maryland PSC or the FCC to provide the services sought in the RFP at the time of the proposal due date and time and evidence must be included with their technical proposal.

22. There are Minority businesses that can perform the installation, maintenance, site administration and overall account management for this procurement. Will the State reconsider making an MBE participation a requirement for this solicitation?

Response: See Addendum #2 and Revised RFP. An MBE participation goal of 10% has been included as part of the RFP.

23. In addition to the information provided in attachment E would you please provide a telephone number, current average daily population and the number of non-inmate phones for each facility. Also please provide the average daily population for the entire DOC for the past twelve months.

Response: Attachment E has been revised to include the average daily population. See Addendum #2 and Revised RFP.

24. Section 3.3.7 states "The Contractor shall ensure the collection from any coin pay station having a full box within four hours of a report that the pay station is full."

a. Please provide the number of Public pay phones along with their addresses for the public phones that exist both at the facility and in other public locations. Attachment E seems to combine the two.

Response: There are no public telephones within DPSCS. See Response to Question #10 Addendum #1.

b. Please provide the response times that the DOC is seeking for the non inmate public payphones.

Response: See response to Question #10.

c. Please provide call detail information including local and long distance coin and any operator assist information to include calls, minutes and revenue of each non-inmate public payphones.

Response: See response to Question #10.

d. Please provide local, IntraLATA, InterLATA and interstate calling

rates for both coin and operated assisted rates.

Response: See Section 5.7- Summary of Call Rates of the RFP.

- e. What are the current rates charged for the non-inmate public payphones?

Response: See response to Question #10.

- f. Attachment M does not appear to have space for a non-inmate public payphone financial offer. Please provide detail on the format required when the non- inmate public payphone financial offer is presented.

Response: See response to Question #10.

- g. How is the non-inmate public payphone offer to be evaluated? What percentage weight will be given to the non- inmate public pay phone offer?

Response: See response to Question #10.

25. Section 3.3.13 makes mention of non-expendable miscellaneous equipment that is needed. To accurately prepare our response please provide the number of workstations, laptops, air cards, printers, etc. that the DOC will require.

Response: Section 3.3.13 is removed from the RFP. See Addendum #2 and Revised RFP.

26. Certain vendors have also adopted a process where they charge in advance for taxes and "Regulatory Fees" (non-governmental vendor imposed fees). Should the called party wish a refund, said vendors are not returning the taxation portion of the deposit. Please confirm that all taxes and mandated governmental fees must be charged at the time the call is rendered and not based on the deposit before inmate telephone services are rendered.

Response: All taxes and mandated governmental fees must be charged at the time of the call.

27. Most, if not all, vendors charge ancillary fees above and beyond a simple surcharge and per minute fee when operating an inmate telephone system for a correctional environment. These fees include, but are not limited to, opening and closing fees for called parties to setup accounts, fees that appear on bills for use of certain phone features such as voice verification, security fees, processing recovery fees, cellular usage fees, additional charges for processing debit calls, transaction fees charge to inmates for entering commissary orders over the phone, prepaid deposit fees and any other features or products offered to the facility. Different vendors refer to these fees with different terminologies but they all represent additional costs to the inmate or the called party over and above the surcharge and per minute rate. For this reason and to accurately evaluate the respondent's financial offer we

respectfully request that the State mandate the respondent to fully divulge any and all costs / fees that mayor can be levied by the respondent or any of its subcontractors or affiliates in the performance of this contract. While the state defines the pointing scale that is used to determine the financial offer the state does not make mention of how it will evaluate a vendors fees and the impact to the financial offer evaluation.

Response: Any additional fee must be included in the call rate proposed.

28. What is the call duration limit on each phone call?

Response: Call duration is not to exceed 30 minutes.

29. Section 3.4.10 states "The system shall require inmates to input all individuals' names from their call list along with the number." Does this requirement refer to a paper form that will be collected and entered into the system or how does DPSCS expect the name of the called party to be captured? How many numbers is each inmate allowed on the list? What is the current process today to establish the inmate's allowed number list?

Response: DPSCS expects the inmates to input all individuals' names from their call list along with the number using the inmate phone system (electronically). Inmate's have the ability to put in up to 15 numbers (this number can change based on the Public Safety discretion) using the Inmate Payphone System. See Addendum #2 and Revised RFP.

30. Section 3.4.25 states "The system shall ensure that for all long distance call, the cost begins when the end user accepts the call." Does this requirement anticipate that all other call types will begin at another point in the call process?

Response: No.

31. Section 3.16 defines the Service Level Agreement that the DOC is expecting. Please clarify what if the DPSCS is defining information in the Resolution Time and Outage column or if they are looking for the vendor's response. If looking for a response, please define exactly what is wanted. If defining expectations, please clarify what exactly is expected.

Response: Contractors are required to state if they will meet the Service Level Agreements. If a vendor intends to exceed any of the SLA's, they must clearly state this in their Technical Proposal.

32. Section 3.3.12 states "The Contractor shall provide an on-site administrator, trained in the operation of the system, to deal with all problems concerning the inmate phone system and capable of providing requested systems and database changes within a 24 hour period, excluding weekends. Each region shall have at least one person dedicated to that

specific region who can respond physically five days a week at any time. The administrator shall ensure that DPSCS remains in full compliance with The National Detention Standards for inmate calling.” How many technicians, administrators, etc are currently supporting the 25 institutions? Where are these employees currently located?

Response: See Response to Question #14.

33. Section 1.5 makes mention of a transcription service that will transcribe the pre-bid meeting. Please provide the name of the company, a contact person and a phones number so that we may obtain a copy of the transcription.

Response: To obtain a copy of the transcription, contact Hunt Reporting at (410) 766-4868.

34. Would you please provide a description of the Evaluation committee and who is assigned to it?

Response: The description of the Evaluation Committee is described in Section 5 of the RFP. The names of the evaluation committee members can not be disclosed at this time.

35. Section 5.2 Technical Criteria. The numbering sequence skips number 3. Is there a number 3 or was this just a numbering error?

Response: There was a numbering error. Please see Addendum #2 and Revised RFP for correction.

36. While the State defines the pointing mechanism for the financial offer it does not define the additional pointing scale that will be used for the RFP evaluation. Please provide the pointing scale that will be used to evaluate a vendor's entire response along with the total possible points. This is normally provided within the RFP.

Response: The point mechanism will only be used for the Financial portion of the evaluation. The total evaluation will be completed in accordance with Section 5 of the RFP.

37. Section 3.3.9 states “All pay stations and call monitoring equipment currently installed in DPSCS facilities are to be replaced by the Contractor with new equipment, equipped with the latest technology, on a one-to-one basis. For example, if there are currently 2,000 pay stations located in the DPSCS facilities, then 2,000 are to be replaced. If incumbent is awarded the contract, they shall be required to replace all pay stations that are unusable or incapable of delivering phone services with the latest technology.” We respectfully request that all vendors including the incumbent be required to replace all phones and equipment to create a fair and level playing field for all vendors. As currently written, the incumbent will have a financial advantage.

Response: Section 3.3.9 has been revised to require that all contractors, including the incumbent will have to replace equipment. See Addendum #2 and Revised RFP.

38. Section 3.3.10 states "The Contractor shall implement a Debit Pre-Paid Program. This implementation shall be fully staffed and funded by the Contractor." Is debit currently implemented today? What is the current process for inmates to fund their debit accounts? Do you currently use any type of voice biometric for verification or is this an interest of the Maryland DPSCS?

Response: Yes. The current process includes an inmate completing and submitting a money disbursement form, it is then entered into the Department's Maryland Offender Banking System (MOBS) and then the information is sent to the Inmate Payphone contract who enters it into their Payphone System (the current process could take up to 2 weeks). Voice biometrics is currently utilized at NBCI and WCI and should be included in an Offeror's system.

39. Section 3.7.7 states "The system shall provide call acceptance by the call recipient accomplished through positive call acceptance. The system shall not permit passive acceptance of a call, such as staying on the line after the voice prompt sequence." Section 3.7.11 states "The system shall provide options for call acceptance (Voice, computer, etc)". These two requirements seem to be in conflict of each other. Please clarify this and please further Define 3.7.11 and its intent.

Response: See Addendum #2 and Revised RFP which removes Section 3.7.1.

40. Section 3.8.7 " The system shall have a shut-off function for each phone, each living area, and for the entire system," Are there cut-off switches in place today? Are they manual for each phone or are they electronic.

Response: Yes. Manual.

41. Section 3.11.1, First Bullet point states "The Contractor's approach for the installation of the inmate pay station system throughout all DPSCS locations shall be consistent with all Inmate Visiting Procedures" Please explain the need to be consistent with all Inmate Visiting Procedures.

Response: The link to obtain the DPSCS Inmate Visiting Procedures can be found in Section 3.11.1 of the RFP.

42. Section 3.11.9 states "The Contractor shall describe any improvements, enhancements or equipment/cabling replacements that will be provided." Please provide all current equipment/cabling that is needed of repair or replacement Only the current vendor can answer this question since only

Securus has this knowledge.

Response: See Addendum #2 and the Revised RFP which removes Sections 3.11.8 and 3.11.9.

43. Section 4.2 defines how the RFP is to be delivered. Are all copies to be unbound or just the original?

Response: Only the original as stated in Section 4.2 of the RFP should be unbound. The copies should be bound.

44. Are there targeted MBE percentages of participation for this opportunity?

Response: Please see response to Question #22.

45. May vendor make multiple financial offers?

Response: No. See Section 1.15 of the RFP.

46. How will you evaluate any Value Added products that a vendor may provide? How would this evaluation be rated as far as points be handled?

Response: The evaluation will be handled in accordance with Section 5 of the RFP. Points will only be utilized in the Financial portion of the Evaluation.

47. Tab H. Economic Benefit Factors.

a. How many points or what weight will each of the 4 Economic Benefit Factors be given during the evaluation process?

b. How will "other economic benefit" factors be evaluated?

Response: The Financial Economic Benefit factors will be evaluated as part of the Offeror's Technical Proposal (See Section 5 of the RFP-Specifically 5.2). Points will not be used for the Technical portion of the evaluation.

48. What, if any, cost recovery fees are charged by the current provider?

Response: No recovery fees are charged by the current provider.

49. The current solicitation currently does not include an MBE participation requirement. We understand that the State is considering revising this to include an MBE participation requirement. Please provide clarification on the evaluation method that constitutes if the propose meets the mandated or goal MBE participations. Since part of the revenue for this contract is paid as a commission to the State, we believe that this commission should be excluded from the revenue number that would be used to calculate the MBE percentage participation. Please confirm that this is correct, and if not, please provide the method and formula for this MBE percentage participation

calculation.

Response: See Response to Question #22.

50. Requirement 4.2 Proposal Format requires that Volume I - Technical Proposal be submitted in MS Word. While our Technical Response can certainly be submitted in MS Word format, some parts of Volume I are available only in PDF format – for example, audited financial statements, product brochures, and our implementation plan (native MS Project file rendered in PDF). As long as our narrative responses are provided in MS Word, is it acceptable if some parts of our Technical Proposal, such as exhibits requested, are attached in PDF format?

Response: Yes. Technical Proposal's submitted in pdf format are acceptable.

Date Issued: August 8, 2012

By: _____
Joselyn Hopkins
Director of Procurement Services



Department of Public Safety and Correctional Services

Office of the Secretary

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QUESTIONS AND ANSWERS #3

Solicitation: Q0013001

Inmate Payphone Equipment and Services

August 29, 2012

STATE OF MARYLAND

MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LT. GOVERNOR

GARY D. MAYNARD
SECRETARY

G. LAWRENCE FRANKLIN
DEPUTY SECRETARY
ADMINISTRATION

J. MICHAEL STOFFER
DEPUTY SECRETARY
OPERATIONS

RHEA L. HARRIS
ASSISTANT SECRETARY/
CHIEF OF STAFF

DAVID N. BEZANSON
ASSISTANT SECRETARY
CAPITAL PROGRAMS

JON P. GALLEY
DIRECTOR
NORTHERN REGION

WENDELL M. FRANCE
DIRECTOR
CENTRAL REGION

PATRICIA VALE
DIRECTOR
SOUTHERN REGION

PATUXENT INSTITUTION

MARYLAND COMMISSION
ON CORRECTIONAL
STANDARDS

MARYLAND POLICE &
CORRECTIONAL TRAINING
COMMISSION

MARYLAND PAROLE
COMMISSION

CRIMINAL INJURIES
COMPENSATION BOARD

EMERGENCY NUMBER
SYSTEMS BOARD

SUNDRY CLAIMS BOARD

INMATE GRIEVANCE OFFICE

Ladies/Gentlemen:

This list of Questions and Responses #3, questions #1 through #47 is being issued to clarify certain information contained in the above named RFP.

The statements and interpretations of contract requirements, which are stated in the following questions from potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the Department's responses to these questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. To ensure that bids are truly competitive, will the State prohibit the practice of submitting competing proposals from multiple vendor brands that fall under the same effective ownership?

Response: The State is prohibiting a single company to submit multiple offers as stated in Section 1.15 of the RFP.

2. The RFP does not require that the submitting vendor meet minimum experience requirements. This is standard when responding to a DOC inmate telephone contract. For this reason we respectfully request that the DOC mandate minimum experience requirements such as the vendor must have a minimum of 5 years of inmate telephony experience, the vendors primary business is inmate telephone service, the vendor must have at least 5 DOC accounts, etc.

Response: DPSCS has determined that the minimum requirements stated in Section 2 of the RFP are sufficient.

3. The pricing proposal form reflects annual totals of 7.317M calls but no minutes for local and no data at all for Inter State. Attachment F reflects annual calls of 4.465M calls and no minutes for the time period of 7/10 to 6/11. Attachments G and H reflect an annual total of 4A63M calls and 75.09M minutes for an unspecified time period.

- a. What is the correct annual call and minute volume?

Response: The correct annual call and minute volumes for the time period of July 1, 2011 through June 30, 2012 are listed below. See Addendum #3

which amends the totals in Attachment F (Call History and Revenue- July 1, 2011 through June 30, 2012), Attachment G (Local Call History by Location), Attachment H (Long Distance Call History by Location and Attachment M (Financial Proposal Form).

COLLECT			
	<u>Minutes</u>	<u>Calls</u>	<u>Gross Rev</u>
Local:	68,888,337	3,928,965	\$ 3,339,633
IntraLATA	1,583,025	108,685	\$ 480,727
InterLATA	5,317,624	365,268	\$ 2,526,693
Interstate	1,357,254	94,330	\$ 665,096
Total:	77,146,240	4,497,248	\$ 7,012,148
DEBIT			
	<u>Minutes</u>	<u>Calls</u>	<u>Gross Rev</u>
Local:	49,617,255	2,297,630	\$ 1,148,815
IntraLATA	271,757	41,605	\$ 81,527
InterLATA	2,000,456	284,008	\$ 600,137
Interstate	853,060	111,017	\$ 257,780
International	3,030	572	\$ 4,491
Total:	52,745,558	2,734,832	\$ 2,092,750

b. Please provide the correct annual calls, minutes and revenue for the last 12 months for the following categories:

- Collect Local
- Collect Intralata
- Collect Interlata
- Collect Interstate
- Debit Local
- Debit Intralata
- Debit Interlata
- Debit Interstate
- Prepaid Local
- Prepaid Intralata
- Prepaid Interlata
- Prepaid Interstate

Response: See response to above 3 a. above and Addendum #3.

4. We respectfully request that you modify the price form to utilize the call data that you provide through this Q&A. Additionally, the following has surfaced on the Excel file:
- a. Cell F11, DOC row 6 on the Debit Prepaid Call Rate sheet does not calculate.
Response: See Addendum #3 for revised Financial Proposal Form
 - b. There is no provision for Interstate calling cost.
Response: See Addendum #3 for revised Financial Proposal Form.
 - c. Please explain if you require that debit and prepaid be the same cost.
Response: Debit and prepaid are considered the same.
 - d. Typically there are 3 calling options, collect, prepaid and debit. Please define if prepaid and debit are actually on the first sheet marked "Debit Prepaid Call Rates" We ask this because the second sheet makes mention of prepaid in rows 4, 6, 7, 9, etc.
Response: Yes. The Debit/Prepaid calls are on Sheet 1. See Addendum #3 for revised Financial Proposal Form which changes the language on Sheet 2 from Non Debit/Prepaid calls to Collect Calls.
5. May vendors make multiple financial offers?
Response: No. See Section 1.15 of the RFP.
7. Page 37 defines rate information. Please confirm the following:
- a. Is the prepaid column for both prepaid collect and debit or is prepaid collect charged at the collect rates currently?
Response: Please see response to 4c. above and Addendum #3.
 - b. In the prepaid column, IntraLata has three numbers. Please define what these are.
Response: Please see Addendum #3 which revises the Summary of Call Rates and Page 39 of the Revised RFP with Addenda #1-3.
 - c. Please verify that for the prepaid rates there is no surcharge
Response: There are no surcharges. Please see Addendum #3 which revises the Summary of Call Rates and Page 39 of the Revised RFP with Addenda #1-3.
8. Normally in a DOC RFP there is a requirement that mandates a demographic / PIN interface between the Offender Management System and the phone system. Was this an oversight or is this not a requirement?
Response: Yes. There is a requirement. See Addendum #3 and Revised RFP with Addenda #1-3 for the addition of Section 3.18 of the RFP that clarifies this requirement.

9. Who is the current provider of your Jail Management System and may we please have a contact name and phone number?

Response: Business and Decision is the vendor of our new Offender Case Management which is not yet the system of record. For the Department's Mainframe systems- The Maryland Offender Banking System (MOBS) is the system of record for inmate accounts and the Offender Based State Correctional Information System (OBSCIS I) is the system of record for inmate information. These systems are currently maintained by the Department's Information Technology & Communications Division (IT&CD). Any questions that you may have pertaining to the systems during this procurement process must be submitted to the Procurement Officer as detailed in Section 1.6 of the RFP. No questions should be addressed to anyone other than the individual identified in 1.6 and 1.4.

10. Are you looking for debit calling to be interfaced with your current Commissary Provider?

Response: Yes. See Addendum #3 referencing Section 3.18 of the RFP.

11. How will you evaluate any Value Added products that a vendor may provide? How would this evaluation be rated as far as points be handled?

Response: The evaluation will be handled in accordance with Section 5 of the RFP. Points will only be utilized in the Financial portion of the Evaluation. A vendor may add value added products in its Technical Proposal, however, vendors must keep in mind that the Financial ranking will still be based on its cost to the consumer and the revenue to the State and the scoring detailed in Section 5.7 of the RFP.

12. Tab H. Economic Benefit Factors- How many points or what weight will each of the 4 Economic Benefit Factors be given during the evaluation process and How will "other economic benefit" factors be evaluated?

Response: The Financial Economic Benefit factors will be evaluated as part of the Offeror's Technical Proposal (See Section 5 of the RFP- Specifically 5.2). Points will not be used for the Technical portion of the evaluation.

13. What, if any, cost recovery fees are charged by the current provider?

Response: See Addendum #3 the Revised Financial Proposal Form that details the fees that will be allowed under any resulting contract.

14. Another company in the industry offers the Pay Now program, which permits a recipient to receive a direct billed inmate collect call without establishing a prepaid collect account. The recipient pays for the call with a credit card at the time the call is accepted. The cost of the call to the recipient is \$13.10 for a transaction fee and \$1.89 for the cost of the call for a total charge of \$14.99. The typical commission is \$1.60 per call.

a. Is the PayNow Program in effect for the current contract? If yes,

please provide the calls and minutes from this program for the last 12 months.

Response: No

- b. Will this type of program or similar type of program be permitted under the new contract?

Response: No

15. Another company in the industry offers the Text2Connect program, which sends a call recipient to their cell phone indicating they have opportunity to receive an inmate collect call. By texting 'Yes', this serves as positive acceptance and the inmate and the call recipient are connected. The cost of the call to the recipient is \$9.99. The typical commission is \$0.30 per call.

- a. Is the Text2Connect program in effect for the current contract? If yes, please provide the calls and minutes from this program for the last 12 months.

Response: No

- b. Will this type of program or similar type of program be permitted under the new contract?

Response: No

16. It is our understanding that at the pre-bid meeting it was stated very clearly that a vendor may only charge governmental mandated taxes/surcharges and the proposed per minute (flat for local) that they proposed in their financial offer. Normally, vendors will charge additional fees such as, but not limited to, opening and closing fees for called parties to setup accounts, fees that appear on bills for use of certain phone features such as voice verification, data mining software fees, security fees, processing recovery fees, cellular usage fees, additional charges for processing debit calls, transaction fees charge to inmates for entering commissary orders over the phone, prepaid deposit fees and any other features or products offered to the facility. Different vendors refer to these fees with different terminologies but they all represent additional costs to the inmates or the called party over and above the per minute rate. Please confirm that a vendor who proposes any type of additional fee other than the submitted per minute call cost and applicable governmental taxes and surcharges will be immediate disqualification.

Response: Please see response to #13 above.

17. Normal DOC procurements require a specific number of inmate platform references when responding to issued solicitations. We respectfully request that the State mandate 5 inmate DOC platform references for all vendors who respond to this opportunity.

Response: DPSCS declines this request.

18. The current solicitation currently does not include an MBE participation requirement. We understand that the State is considering revising this to include an MBE participation requirement. Please provide clarification on the evaluation method that constitutes if the propose meets the mandated or goal MBE participations. Since part of the revenue for this contract is paid as a commission to the State, we believe that this commission should be excluded from the revenue number that would be used to calculate the MBE percentage participation. Please confirm that this is correct, and if not, please provide the method and formula for this MBE percentage participation calculation.

Response: See Questions and Answers #2, Addendum #2 and revised RFP for MBE requirements.

19. On Page 20, Section 3.3.11 states “The Debit/Pre-Paid program shall allow inmates the option of using debit service where the funds are taken from their account or pre-paid services where the inmates’ family pays for the calls.” Please provide whose accounting software you are currently using to track the inmates funds. Please provide a contact name and phone number as well.

Response: Please see response to #8 and #9 above.

20. How many employees will need to be trained on the new inmate telephone solution and at what facility do they normally work? Please indicate the categories of user that will need to be trained, investigators, administrators, etc. Does the State prefer on-site training or internet based training? Does the State require training to occur on different shifts?

Response: Approximately 70 employees will need to be trained on the new inmate telephone system and they work at facilities throughout the State. The majority of the employees are Lieutenants and Liaisons. The State prefers both on-site and web-based training. Any on-site training would occur during the day.

21. Please provide the number of inmate intakes and discharges that occur every year at the Department of Corrections.

Response: In Fiscal year (FY) 2011 (July 1, 2010- June 30, 2011), there were 12,655 intakes and 11,835 releases. The FY 12 data is not available at this time.

22. Requirement 3.11.2 on Page 24 states the following, “The Contractor shall provide a technology roadmap that describes anticipated changes to the computers, recording and monitoring equipment during the contract period.” While reading this statement along with the sub-bullets beneath this requirement, we are seeking clarification. Are you looking for a technology roadmap that provides the State with planned enhancements for the proposed system or is the State looking for an implementation and transition plan for migrating to the new proposed system?

Response: Section 3.11.2 refers to planned enhancements and Section 3.11.1 is

referring to the implementation and transition plan for migrating to the new proposed system.

23. In order to provide our best possible offer, it is very important to have historical call volume information for all call types, broken down by Collect, Prepaid and Debit. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor, SECURUS, has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders.

Response: See Response to #3 above and Revised RFP with Addenda #1-3.

24. RFP Section 3.1 states that the Inmate Welfare Fund currently receives approximately \$9.6 million annually in revenue under the SECURUS contract. Given the historical call data provided in the RFP, the high concentration of local calls, and the calling rates published on the SECURUS website, we are unable to calculate revenue for the State that is anywhere near \$9.6 million annually. Will the State please confirm that \$9.6 million is the correct annual commission revenue amount paid to the State? If the \$9.6 million is correct, can the State please explain the discrepancy between the call data provided and the State's annual revenue earnings?

Response: Revenue to the State is approximately \$7 million. Please see Addendum #3 and Revised Section 3.1 of Revised RFP with Addenda #1-3.

25. To confirm our understanding of current call volume, please provide the total revenue generated by the inmate telephone system over the last year, the current commission percentage, and the total commission dollars received by the State for last year.

Response: Please see response to #3 and #24 above for total revenue generated over the last year and the total commission dollars received by the State for last year. The current commission percentages are:

	Collect	Prepaid
Local	48%	60%
InterLATA	57.5%	60%

26. The total number of estimated calls provided in Attachment M exceeds 7.3 million. However, this is not consistent with the call history provided in Attachment F of the RFP, which shows less than 4.5 million calls per year. Is there a reason the State wants vendors to base their financial offering on this estimated call volume in Attachment M, which is drastically higher than the current call volumes provided in Attachment F? Does the State suspect there will be an increase in inmate calling for any particular reason?

Response: The estimated calls on the Financial Form are for evaluation purposes only. However, they have been revised to reflect more realistic figures

based on number of calls from July 1, 2011 through June 30, 2012. See Addendum #3 for revised Financial Proposal Form.

27. Based upon information provided in the RFP and the response to question #1 in the Questions and Answers Document #1, we have summarized our understanding of the do-not-exceed rates below. Please confirm these rates to be accurate, or provide correct rates in the tables below.

Collect Calls			
	Surcharge	1st Minute	Additional Minute
Local	\$0.85	\$0.00	\$0.00
IntraLata	\$0.00	\$2.47	\$0.15
InterLata/InterState	\$0.00	\$2.85	\$0.30

Prepaid Collect Calls			
	Surcharge	1st Minute	Additional Minute
Local	\$0.50	\$0.00	\$0.00
IntraLata	\$2.25	\$0.27	\$0.21
InterLata/InterState	\$0.00	\$0.30	\$0.30

Debit Calls			
	Surcharge	1st Minute	Additional Minute
Local	\$0.50	\$0.00	\$0.00
IntraLata	\$2.25	\$0.27	\$0.21
InterLata/InterState	\$0.00	\$0.30	\$0.30

Response: These charges are not correct. Please see Addendum #3 which revises and clarifies Section 5.7 Summary of Call Rates and Page 39 of Revised RFP with Addenda #1-3.

28. In order to determine whether current call volumes of certain call types are unusually high or drastically low, and to accurately assess the State's potential revenue, it is very important to understand the current rates being charged. Often, lowering the calling rates can have a positive impact on call volumes, which change is important to estimate in order to provide our most competitive commission offer.

Call Category	Per-Call Connect Fee	1st Minute Charge	Additional Per-Minute Rate
LOCAL – Collect			
INTRALATA – Collect			

INTERLATA – Collect			
INTERSTATE – Collect			
LOCAL – Debit			
INTRALATA – Debit			
INTERLATA – Debit			
INTERSTATE – Debit			
International – Debit			
LOCAL – PrePaid Collect			
INTRALATA – PrePaid Collect			
INTERLATA – PrePaid Collect			
INTERSTATE – PrePaid Collect			

Response: Please see Addendum #3 which revises the Summary of Call Rates and Page 39 of the Revised RFP with Addenda #1-3.

29. In lieu of requesting a commission on Gross Phone Revenue, would the State consider instead, requesting a Per Diem Rate which shall be paid to the State, based upon the State’s average daily inmate population? There are many benefits to the State in moving to that option of revenue payment which may include the following:
- Gross Phone Revenue can encompass many calling categories and as such can be complex and may not be clear for calculating what the State should receive in commissions. Per Diem on the other hand is a very clear calculation for the State to take its inmate population and multiply it by the awarded Per Diem in determining the State’s commission income.
 - The Per Diem rate provides the State with a guarantee as to what its revenue stream will be, irrespective of the day to day call volume, funds available for phone calls, phone system availability and up time, etc. Per Diem greatly reduces any risk to the State as to what the future revenues will be, providing for a steady and stable assurance/guarantee for planning and budgeting the use of those revenues.
 - With a Per Diem rate, the State’s revenues are not negatively impacted if inmates are unable to use phones for reasons such as an outage of the phone system or services. The facility receives the revenues no matter if the phones are available and operational or not.
 - The State’s revenue is not negatively affected by any fees charged, which could negatively impact the available moneys for phone calls.
 - The Per Diem model can provide an increased incentive for the provider to keep the system operational, phones available for inmate use, and to provide great service to the consumers, as the provider must pay the Per Diem irrespective of

the number of phone calls being made or the revenue being generated from those calls.

- The Per Diem model assures the state that it is indeed receiving all of the revenue it is due.

Response: No. DPSCS will not consider a Per Diem Model.

30. The RFP requires that inmate phone vendors provide Collect, Prepaid and Debit calling options, and that we provide rates and commissions for Collect, Prepaid and Debit calling for evaluation purposes. Please confirm that these are the only types of calls required or allowed by the State.

Response: The only types of calls allowed by DPSCS are Collect and Debit/Prepaid. Please see Addendum #3 and Revised RFP with Addenda #1-3 for types of calls and call rates.

31. Some providers may offer other types of phone calls, outside of the traditional options of Collect, Prepaid, and Debit calling. These non-traditional types of calls may include but not be limited to single-call payment by credit/debit card, and text message billing for a single call via wireless carrier. Because these billing options do not fall into the traditional categories of Collect, Prepaid and Debit calling, the calls are often billed at a much higher rate than the rates approved by the State, and the revenue is often excluded from the commissionable gross revenue amount.

Please confirm that these types of billing options outside the required Collect, Prepaid and Debit options will not be allowed by the State.

Response: Please see response to Question #30 above.

If these types of calls will be allowed, where in the RFP response are bidders required to disclose calling rates and commission rates associated with these calls, and how will they be evaluated? Will the State modify Attachment M to calculate the costs to consumers for these calls, and commission revenue paid to the State?

Response: DPSCS is not allowing these types of call. See response to Question #30 and above.

32. Please list any and all fees that SECURUS is charging to inmates and/or end users. Examples of such fees include prepaid account set up fees, funding fees, refund fees, bill statement fees, account closure fees, etc. It is very important for all vendors to understand the current fee structure, as it might be affecting current call volumes and revenue.

Response: Please see Addendum #3 and Revised Financial Proposal which details the type of fees that DPSCS is now allowing under any resulting contract.

33. Will the State allow vendors to charge additional fees outside of the calling rates listed in Attachment M? If so, please confirm that these fees must be disclosed as part of the proposal response.

Response: Please see response to Question #32 above.

In addition, please confirm that the State will also require disclosure of any fees

charged by third-party vendors, such as Western Union, Money Gram, or any other entity that accepts funds from consumers to establish or fund prepaid accounts.

Response: Please see response to Question #32 above.

34. Please confirm that the State will require all bidders to fill out a table similar to the following, to ensure disclosure of any and all fees? *(see table on next page)?*

Response: Please see response to Question #32 above.

Fee Type	Fee Amount	Applies to Which Calling Type(s) – Collect, Prepaid, &/or Debit
Funding Fee		
Bill Statement Fee		
Refund Fee		
Wireless Account Fee		
Single Bill Fee		
Paper Statement Fee		
Account Setup Fee		
Account Maintenance Fee		
Inactive Account Fee		
Account Closing Fee		
Check/Money Order Processing Fee		
Payment Processing Entity Fee (e.g., MoneyGram, Western Union, other)		
State Regulatory Recovery Fee		
Inmate Station Service Charge		
Non-Subscriber Line Service Charge		
Cellular Telephone Surcharge		
Miscellaneous or other surcharges and fees not listed above (itemize below)		

35. If fees are allowed, should the fees described above be included in Volume I or Volume II of the proposal response?

Response: Fees should be included with Volume II- Financial Proposal Form. See Addendum #3 for revised Financial Form.

36. If fees are allowed and will need to be disclosed, how will they be evaluated? Will they be somehow factored into the Financial scoring system described in the RFP?

Response: Please see Addendum #3 and revised Section 5.7 of the RFP on the how the fees will be included in the Financial Evaluation.

37. What is the total average daily population in all of the State's facilities? What is the maximum capacity?

Response: Please see Addendum #2.

38. What additional equipment, besides inmate and pay telephones and TDD/TTY devices, is the State requiring? Please fill out the following table with quantities required.

Equipment	Quantity
Cart phones	
Hands-free phones	
Cordless phones	
Visitation Booths	
Enclosures	
Stands?	
Workstations \ Laptops	
Printers	

Response: DPSCS has no additional requirement for equipment besides inmate and pay telephones and TDD/TTY devices.

39. Requirement 4.2 Proposal Format requires that Volume I - Technical Proposal be submitted in MS Word. While our Technical Response can certainly be submitted in MS Word format, some parts of Volume I are available only in PDF format – for example, audited financial statements, product brochures, and our implementation plan (native MS Project file rendered in PDF). As long as our narrative responses are provided in MS Word, is it acceptable if some parts of our Technical Proposal, such as exhibits requested, are attached in PDF format?

Response: Pdf is acceptable

40. Several factors outside of the State's control could potentially reduce inmate call volumes in the future, such as less funds being available for inmate phone calls, lower inmate populations, phone system outages, etc. If any of these events were to occur, the State's commission revenue would in turn also be reduced as it is directly tied to the Gross Revenue generated by the inmate telephone system. The State can

safeguard against this potential threat by requesting a Minimum Annual Guarantee (MAG) in addition to the commission rate offered on Gross Revenue. With a MAG in place, the State will receive whichever is higher of the two commission payment methods: the commission percentage based upon True Gross Revenue or the Minimum Annual Guarantee. Therefore, to eliminate any risk to the State and ensure there is never a negative impact to commissions throughout the contract term, will the State include a requirement to provide a MAG in addition to a commission rate based on True Gross Revenue?

Response: No

41. In addition to the new information provided in Attachment E, would you please provide a telephone number for each facility? This is necessary for the ordering of telephone circuits for each facility.

Response: Telephone numbers for each facility can be found on the DPSCS website: <http://www.dpscs.state.md.us/locations/prisons.shtml>

42. Section 3.4.38 states “The system shall allow collect/debit/prepaid calls to cellular phones.” In the normal operation of an inmate telephone system, calls to cellular phones are only completed using debit or prepaid calling. At a minimum the DOC, to avoid gouging the inmate’s families, must not permit vendors to charge any other fee other than the first minute and per minute charges that they defined in the DPSCS bidding matrix. Please confirm that only the first minutes and per minute charges that they defined in the DPSCS bidding matrix will be charged.

Response: Please see Addendum #3 and revised Financial Form for the fees that DPSCS will allow under any resulting contract. No other fees will be allowed.

43. Section 3.11.1, First Bullet point states, “The Contractor’s approach for the installation of the inmate pay station system throughout all DPSCS locations shall be consistent with all Inmate Visiting Procedures.” Please explain why it is necessary to be consistent with all Inmate Visiting Procedures.

Response: It is necessary to be consistent with the Inmate’s Visiting Procedures because it addresses such things as the dress code and search procedures which the Contractor entering any DPSCS facility would have to adhere to.

44. In the updated version of the RFP that was released with Addendum #2, the page alignment of some of the required forms has some form overlapping, notably Attachment J-K. Will the State release a corrected version of these overlapped forms?

Response: Yes. See Revised RFP including Addendums #1-3.

45. In the Question and Answer #2 response to Question #29, how is the individuals’ name added to the list today?

Response: The individual’s name is over the phone automated using via the Inmate Payphone System with an automated list management function.

46. Where in the RFP response would the DPSCS prefer vendors address any value added features that they may be offering?

Response: See response to #11 above.

47. In the issued Questions and Answers #1, Question #1 answer states “The current interLATA rate of \$2.85 will apply to the combined category.” Please confirm the following:

a. Please confirm that the rate cap identified above, \$2.85, is for the first minute of use.

Response: Please see Addendum #3 which revises the Summary of Call Rates and Page 39 of the Revised RFP with Addenda #1-3.

b. Please confirm that the rate cap identified above, \$2.85, is not for the entire cost of the call since the pricing matrix requires an initial minute and additional minute pricing.

Response: Please see Addendum #3 which revises the Summary of Call Rates and Page 39 of the Revised RFP with Addenda #1-3.

Date Issued: August 29, 2012

By: _____
Joselyn Hopkins
Director of Procurement Services



Department of Public Safety and Correctional Services

Office of the Secretary

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COMMISSION

CRIMINAL INJURIES
COMPENSATION BOARD

EMERGENCY NUMBER
SYSTEMS BOARD

SUNDRY CLAIMS BOARD

INMATE GRIEVANCE OFFICE

PRE-PROPOSAL CONFERENCE SUMMARY

July 26, 2012 1:00 PM Solicitation: DPSCS Q0013001 Inmate Payphone Equipment and Services

Ladies/Gentlemen:

The Maryland Department of Public Safety and Correctional Services (DPSCS) conducted a Pre-proposal Conference for Inmate Payphone Equipment and Services at the DPSCS- Office of the Secretary Conference Room, 300 E. Joppa Road, Towson, MD 21286, 10th Floor Conference Room. An attendance list is included with this summary as Attachment 1. Attending on behalf of the State were: Joselyn Hopkins, DPSCS Procurement Director, Jay Miller, DPSCS Operations- Corrections IT Manager, and Carroll Parrish, DPSCS Contract Manager for this Contract.

This Summary is being issued to document the Pre-Proposal Conference. The Director of Procurement Services, Joselyn Hopkins, convened the conference, and Department (DPSCS) staff and attendees representing prospective offerors in attendance introduced themselves.

Ms. Hopkins then reviewed the RFP:

- Notice to Vendors (encouraged vendors to provide comments as to why they decided not to bid on opportunity to assist DPSCS with future solicitations);
- Key Information Summary Sheet (reviewed RFP release due date, proposal due date/time, proposals submission closing date date/time);
- Section 1- General Information (reviewed Summary Statement, Project Manager, Procurement Officer, Questions, E-Maryland Marketplace, Questions, Proposal Due Date, Mandatory Contractual Terms, Procurement Method and Contract Commencement and Duration).
- Section 2- Minimum Qualifications. Ms. Hopkins stated that any vendor who submits a proposal and does not meet the minimum requirements would be deemed "Not reasonably susceptible of being selected for award." They would not receive further consideration and their financial proposal would be returned unopened.

- Section 3- Scope of Work (reviewed the background, Contractor Requirements, Inmate Telephone System and Equipment Requirements, System Features, Inmate Telephone Recording/Monitoring System, Call Branding, Fraud Control, Service Program, Customer Service and Implementation and Installation).

Ms. Hopkins continued with reviewing the remainder of the RFP:

- Section 4- Proposal Format (reviewed the format in which proposals are to be submitted)
- Section 5- Evaluation Criteria and Selection Procedure (emphasized that the call rates proposed could not exceed the Summary of Call Rates detailed on Page 37 of the RFP.)
- Attachments A through M (emphasized that any exceptions to the terms of the contract must be included in the Offeror's Executive Summary)

Ms. Hopkins then responded to some of the questions that had been submitted prior to the pre-proposal conference and opened the floor for further questions.

Ms. Hopkins stated that that all questions and answers and any addendum would be posted to eMaryland Marketplace and the Department's website as soon as possible. She reiterated that should anyone have any questions that they should email them to her.

The meeting was adjourned at 1:35 pm.

Date Issued: August 8, 2012

By: _____
Joselyn Hopkins
Director of Procurement Services

Any individuals requiring copies of the transcripts of the pre-proposal conference should contact Hunt Reporting at (410) 766-4868.

Attachment 1: Pre-Proposal Conference Attendance List

Attachment 1: Pre-Proposal Conference Attendance List

Name	Company	Email	Phone	MBE
Tom Hearn	IC Solutions (ICS)	RFP@ICSolutions.com	251-654-7746	N
Chris Rode	ICS	RFP@ICSolutions.com	732-248-2327	N
Kevin Myers	ICS	RFP@ICSolutions.com	732-509-0125	N
Tony Pellegrino	GTL	Apellegrino@GTL.Net	814-515-1760	N
Joann Muraglia	Mid-Atlantic Consultants	jgmuraglia@msn.com	856-988-1570	Y
Clyris Gickler	GTL	cgtckler@GTL.Net	740-369-1509	N
Art Heckel	Securus	aheckel@securstech.net	973-930-8720	N
John Gallagher	Telmate, LLC	Gallagher@temate.com	617-696-1156	N
Tillman Mosley	Shawntech	TMosley@Shawntech.com	937-898-4724	Y