

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
CONTRACTUAL AGREEMENT
DPSCS Q0009005
WITH
T-NETIX TELECOMMUNICATIONS SERVICES INC.**

THIS CONTRACT (the "Contract") is made as of the 1st day of January, 2009 by and between T-NETIX TELECOMMUNICATIONS SERVICES INC., a Corporation Sole (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, (the "Department" or Licensee").

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 "Contractor" means T-Netix Telecommunications services Inc.. whose principal business address is 14651 Dallas Parkway, Sixth Floor, Dallas, TX 75254-7476 and whose principal office in Maryland is 28859 Waller Rd., Delmar, MD 21875.
- 1.2 "Department" means the Maryland Department of Public Safety and Correctional Services.
- 1.3 "Procurement Officer" means BJ Said-Pompey or her successor or alternate as designated under Maryland law.
- 1.4 "State" means the State of Maryland.

2. Scope of Work

The Contractor shall provide services under this Contract in accordance with this Contract, the Contract Affidavit (Exhibit A to the Contract), and the Scope of Work (Exhibit B to the Contract) The following exhibits are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed exhibits prevailing over later listed exhibits:

Exhibit A – The Contract Affidavit
Exhibit B – Scope of Service
Exhibit C – Living Wage Requirement
Exhibit D – MBE Requirement

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on January 1st, 2009 and ending on December 31, 2010.

4. Consideration and Payment

- 4.1 Payment of Commissions by the Contractor to the Department of Public Safety and Correctional Services (DPSCS) shall be made no later than 30 days after the close of the last billing cycle for equipment/services located on the properties of DPSCS. (See RFP and Contract #050R2800336)
- 4.2 Commissions payments made more than 30 days after the close of the billing cycle are considered late. 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.

5. Confidentiality

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

6. 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.

7. Disputes

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

8. Maryland Law

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

9. 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.

10. Commercial Nondiscrimination Clause

10.1 As a condition of entering into this Agreement, 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 Agreement, 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.

10.2 As a condition of entering into this Agreement, 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 is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

11. 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.

12. 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 will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract.

The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. 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. 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.

14. 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. 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).

15. 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 will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

16. 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.

17. 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.

18. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every 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.

19. 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.

20. 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.

21. 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 will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

22. 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 proposal 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 proposal or offer, was inaccurate, incomplete, or not current.

23. 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 6, and 8 through 27 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.

24. Indemnification

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 24.5 The Contractor shall indemnify the State for damage, loss or destruction of all State property in the Contractor's care, custody and control throughout the term of this Contract.

25. Liability for Loss Data

In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of the cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

26. Security

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 shall 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 Md. Code Ann., Correctional Services §§ 9-410 – 9-416 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 comply with any provision of this Section 26 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

27. Living Wage Requirements

A State contract for services 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 below and in Attachment **C** entitled Living Wage Requirements for Service Contracts.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 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 \$8.81 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.

This contract has been deemed to be a Tier 1 contract.

28. Minority Business Enterprise (MBE)

An MBE subcontractor participation goal will be established for the Contract award of 10% of the amount of all revenue received by the State. The Contractor agrees that the MBE goals of the contract will be performed by certified minority business enterprises as specified. A prime contractor, including an MBE prime contractor, must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

29. Prompt Payment Requirements and MBE Compliance

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

29.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

29.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:

- a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
- b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Administrative

- 30.1 Contract Monitor.** The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor; Dayene Corcoran. The Contract Monitor monitors the daily activities of the Contractor, provides guidance to the Contractor, and has the authority set out in the Contract.
- 30.2 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:

BJ Said-Pompey, Procurement Officer
Maryland Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Towson, MD 21286

PH:410-339-5013
FX:410-339-4240
Email: bjsaid-pompey@dpscs.state.md.us

If to the Contractor:

T-Netix, Inc..
Dennis Reinhold, Chief Legal Officer
14651 Dallas Parkway, Suite 600
Dallas, TX 75254-8815

PH:443-868-0359

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 _____, 2008

Assistant Attorney General

EXHIBIT A

CONTRACT AFFIDAVIT

(including provisions of Bid/Proposal Affidavit under COMAR 21.05.08.07 B)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid/proposal on this project, the bidder/offeror 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 vendors, 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/proposal submitted by the bidder/offeror on this project, and terminate any contract awarded based on the bid/proposal. As part of its bid or proposal, the bidder/offeror 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/offeror 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/offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

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

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.**
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:**
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;**
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;**
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;**
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;**
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;**
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:**
 - (i) The dangers of drug and alcohol abuse in the workplace;**
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;**
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and**
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;**
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;**
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:**
 - (i) Abide by the terms of the statement; and**
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;**

(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

_____.

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

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

EXHIBIT B

SCOPE OF SERVICE OVERVIEW

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COVER LETTER

**Maryland Department of Public Safety and Correctional Services July 9, 2008
Office of Procurement
300 East Joppa Rd.
Towson, Maryland 21286 - 3020**

SECURUS Technologies, through its wholly owned subsidiary, T-NETIX Telecommunications Services, Inc., is pleased to submit our proposal to Maryland Department of Public Safety and Correctional Services to provide Inmate Telephone Services to all Maryland DPSCS facilities for the two years of 2009 and 2010. Our Statement of Work below provides for a comprehensive inmate telecommunications solution that will provide the State with unmatched administrative and investigative benefits.

We have been providing inmate telephone service at your twenty - six facilities for many years and as a result feel that we understand the unique requirements of the Maryland State Correctional facilities. In our proposal you will see why approximately 3 out of 5 correctional facilities in the United States empower T-NETIX to be their "Most Valued Partner".

T-NETIX will install at all Maryland DOC facilities a new inmate Call Control Platform. The new system will be all digital with digitally transmitted calls. This digitally "clean" transmission flow will allow more calls to be completed as well as add to the investigative and fraud tracking programs such as much clearer call recordings and a more accurate 3-way call detection capability.

This digital platform allows for inbound voicemail to the inmates (a potential brand new revenue stream for the State). Inmates' families and friends will be able to leave a voice mail message for approximately the cost of a local call.

This digital platform will also allow for upgrades to be added to the system from our headquarters in Dallas – no need for a technician to visit in order to add the upgrade. Many repairs will also be accomplished remotely with this new system.

There will no longer be a fear of losing data as a result of a hard drive crash. The call recordings will be backed up with our fully redundant system for future access.

State investigators, with proper passwords, will be able to access the system from any PC with internet capability - their State desktop or even their home PC's.

As an additional incentive for a contract extension to the State, T-NETIX is willing to forgo increasing call rates as provided for in the current contract for this year, and any agreed upon extension period.

T-NETIX appreciates the opportunity to continue serving the Maryland Department of Public Safety and Correctional Services. We are excited about the advanced technology we are able to offer and are confident that Maryland will be pleased with it as well.

SECURUS Technologies, Inc. is the result of a merger in 2004 which brought together two of the industry's most experienced and recognized companies; T-NETIX and Evercom Systems, Inc. I am very proud to share that in the months since our merger, we have successfully combined the best of all resources that each previous company had to offer. Today, we have an unmatched patent portfolio, a world-class Network Operations Center, the most widely used calling platform and above all, we are financially solid as a rock.

Please contact me with any questions that you may have.

Sincerely,

**Arthur Heckel
Sales Vice President**

SECURUS TECHNOLOGIES, INC. 10000 WOODBURN AVENUE, SUITE 1000, WOODBURN, NJ 07095

EXECUTIVE SUMMARY

T-NETIX Telecommunications Services, Inc. is pleased to present this proposal for Maryland Department of Public Safety and Correctional Services Inmate Telephone Services. The T-NETIX digitally “clean” Secure Connect Network (SCN) will provide your facilities with an unsurpassed combination of:

- **Single-Source Provider**
- **Providing Local and Long Distance Collect Calling**
- **Commitment to Technological Advancements**
- **Superior Security Controls**
- **Commitment to Exceptional Service**
- **Proven Inmate Telecommunications Experience**
- **Commitment to Call Completion and Affordable Inmate Calling Rate Plans**

SINGLE-SOURCE PROVIDER

T-NETIX is a fully integrated company that excels in providing end-to-end technology solutions to the corrections and law enforcement community. As a single-source provider in this industry, T-NETIX designs, installs, operates and maintains sophisticated technologies including inmate telephone systems, alternative calling options, automated information management systems, dedicated direct billing operations and validation services, and provides comprehensive customer service for both of your correctional facilities and the recipients of inmate calls. The corrections and law enforcement community is our ONLY business.

PROVIDING A DEDICATED SERVICE PRESENCE

T-NETIX has dedicated local employees to service the needs of our customers. T-NETIX will continue to provide site administrators (SA) to report to your facilities that have a need for on-site administration to perform administrative work on our system and, in some cases, will perform minor repairs when needed. T-NETIX will also provide Field Service Technicians (FST) to perform more thorough, system service, as needed. Our SA's and FST's are Maryland residents, located in Maryland, and are highly respected by the correctional facilities that they service throughout the State of Maryland. Lisa Hunter, Regional Field Service Manager, and Jim Lamont, Territory Manager, are also Maryland residents,

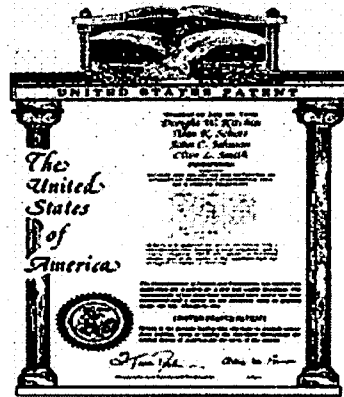
COMMITMENT TO TECHNOLOGICAL ADVANCEMENTS

T-NETIX being the largest vendor-operator of Inmate Telephone Services, holds 50 patents and more than 80 patents pending. There is no other



SECURUS Patents

- ❖ 50 Patents Issued
 - 11 3-Way Patents
 - 17 Call Processing Patents
 - 3 Call Recording
 - 2 E - Messaging
 - 17 Other Innovations
- ❖ 80 New Patents in Process



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SECURUS
1998-2005

company in this industry that even comes close to that technology portfolio. Patents on fundamental aspects of Inmate Call Processing, 3-way Call Conferencing and Forwarding, Call Recording and Monitoring, two way messaging are the results of years of research of some 100 Information Technology and Product Management professionals aimed at working with industry players and other technology companies to support mission statement of correctional customers such as you.

T-NETIX' 3-way conferencing detection algorithm firmly sets us apart by consistently demonstrating reliability and accuracy at the previously unattainable level of 96%. Inmates blowing into the phone, banging the phones or otherwise creating an ambient noise will no longer be able to bypass system's security features and continue their criminal activities.



T-NETIX' SUPERIOR SECURITY CONTROLS

T-NETIX will provide the State of Maryland with the services to:

➤ PROTECT THE COMMUNITY FROM FRAUDULENT, THREATENING OR HARASSING CALLS.

This is accomplished by thorough call screening measures set in the T-NETIX Secure Connect Network (SCN) based upon the broadest range of call blocking capabilities available. A key component to our System is our patented Three-Way Call Detection and Blocking System, which prevents inmates from contacting unauthorized parties through conference calling. The three-way call detection included in our SCN platform is the best three-way we have ever provided. Due to the digital cleanness of the call transmission three way attempts are detected and disconnected at an even higher rate than with our previous systems.

➤ SECURE CONNECT NETWORK

T-NETIX' Secure Connect Network (SCN) is one of the only VoIP, digitally transmitted systems in the industry. This assures that all SCN calls will utilize the digital transmission flow. "Clean" digital transmission is not only a more efficient means of transport, assuring more calls are completed (and operational efficiencies achieved) but also increases the effectiveness of

investigative and fraud tracking programs such as three way call detection and word search applications.

The SCN platform also allows for immediate system upgrades and repairs from our central location, eliminating the need for a field technician to access your system on site.

SCN technology also allows T-NETIX to remotely monitor not only hardware issues but also to pro-actively monitor call flow activity, data transmissions and specific phone activity, to assure your system is running at peak performance.

T-NETIX COMMITMENT TO EXCEPTIONAL SERVICE

T-NETIX is committed to providing local service for our customers with three fulltime T-NETIX technicians located in Maryland. The State can be assured that any service issues that can not be addressed remotely will be provided with experienced local on-site service.

T-NETIX provides superior customer service capabilities from state-of-the-art customer service centers located in Dallas, Texas and Toronto, Canada. Correctional Billing Services (CBS) manages billing inquiries, payment plans, setup of prepaid accounts, as well as end-user issues related to call blocking and unblocking. T-NETIX simply will not allow the State to be burdened with the responsibility of handling inmate calling inquiries and disputes. Your facilities have been using CBS for over three years and have noticed more easily resolved billing issues and attention to customers' needs such as, advanced collect accounts, than ever before, resulting in more satisfied inmates and their families. When establishing an advanced collect account or replenishing one there will be no fee charged to the customer who mails their payment to CBS directly. CBS only charges a fee if the customer uses a credit or debit card over the phone or on our website.

We utilize a call distribution system to automatically manage the flow of inbound customer calls, an event tracking system, Help Desk Expert Automation Tool (HEAT) to enable us to track a customer issue from the time it is received until it is resolved and sophisticated management staffing software to enable T-NETIX to match our staff to the needs of Maryland.

T-NETIX' PROVEN INMATE TELECOMMUNICATIONS EXPERIENCE

T-NETIX has been providing inmate call processing to the corrections industry since 1986. T-NETIX provides inmate communications systems and services to approximately 3,100 correctional facilities nationwide, processing approximately 30 million call transactions per month across 52,000 lines. T-NETIX offers these services either directly or through partnerships with many of the largest communications companies in the world.

With over 900 employees and 20 years in the inmate calling business, we bring immeasurable industry experience to meet the requirements of the State of Maryland. Our industry knowledge coupled with the strength of our service personnel will provide the State with unmatched service and support.

COMMITMENT TO CALL COMPLETION AND AFFORDABLE INMATE CALLING RATE PLANS

T-NETIX' inmate calling rate plans will continue to provide inmates and their families with affordable rates for local and long distance calls to their families and friends. You will see in our price proposal that T-NETIX has offered the same very attractive call rates for the inmate calls from your facilities.

Our overall objective is to demonstrate, beyond a shadow of a doubt, that T-NETIX can successfully address Maryland DPSCS's inmate telephone requirements, process the highest number of completed calls, provide the most advanced and widely used inmate calling system today and most importantly, provide world-class support for years to come.

A skilled team of professionals at Correctional Billing Services (CBS) work with both the facility and the families and friends of inmates in your facilities to provide prepaid and direct billing alternatives to inmate collect phone calls. The team works with facilities to arrange for inmates' families and friends to establish prepaid accounts. CBS receives calls from these families and friends to establish and maintain those accounts. In addition, the team proactively contacts families and friends of inmates who have been blocked from receiving collect calls due to poor credit with their local phone companies. They are offered the opportunity to establish a prepaid alternative to collect calling, giving them the opportunity to maintain contact with incarcerated loved ones in spite of credit restrictions. This also allows the families to budget the amount they can afford for inmate calling.

Billing is handled by Correctional Billing Services (CBS), a division of SECURUS Technologies. CBS professionals provide dedicated customer care to the called party. An automated system is available 24 hours per day. CBS may be reached by calling 1-800-844-6591. Additionally, customers may obtain personal account access through our web site at www.SECURUS.net or by emailing CBS directly at support@correctionalbillingservices.com.

FIRST CALL CONNECT: When an arrestee or inmate attempts to contact family or friends who do not have an account, the system connects the first call and allows a brief conversation before interrupting the call. An automated IVR plays a message to the called party prompting them to set up an account. If they choose, they can be connected directly with a live customer care agent to open the account. The inmate will be told to call back after an account has been established.

The intent of this patented product is to address demand that has gone unrecognized in the past. We do this by allowing customers with whom we could not have historically done business to talk to their incarcerated loved one for a short duration, then intervening in the conversation to help them set up an account.

VOICEMAIL: Our patented voicemail application takes staying in touch with friends and family to a whole new level. An industry-first capability, T-NETIX' voicemail allows voicemail communication between detainees and friends & family.

Friends & family members, who have elected to setup a voicemail account, will be able to take advantage of inbound voicemail capability to leave messages for detainees. We feel voicemail communication technology will have a substantial effect on calling activity.

The T-NETIX proposal guarantees Maryland a successful partnership with the industry leader committed to providing the highest quality inmate calling services through state-of-the-art systems and a vast array of resources including:

- **Skilled and dedicated engineers, local technicians, customer service and quality assurance personnel.**
- **Dealing directly with the manufacturer of the Call Control System. While most vendors resell another company's platform, we designed our own.**
- **Extremely affordable calling rates for the family and friends of inmates.**
- **Dedicated to providing products and services to insure that all persons being called are reached by the inmate. Thereby reducing inmate complaints and frustration to the jail staff.**
- **Aggressive Research and Development to ensure that continued technological advances are provided throughout the life of the system.**
- **The most advanced security in the inmate calling industry utilizing T-NETIX' three-way call detection feature led by T-NETIX' family of patents for three-way call detection technology.**

The T-NETIX flagship inmate calling system is a totally web based, VoIP calling system. Your data is securely stored in 4 different Class IV military grade storage facilities. Your data such as call records and call recordings is 100% secured and is always available to you as long as you have a PC with internet access even in the event of a natural disaster. There is never a need to do an on-site back-up again.

Additionally, T-NETIX has grown beyond the traditional inmate telephone company and is proposing to become one of your strategic partners in providing necessary services to the inmates and their family and friends. I am referring to services such as:

- **An additional method of communicating with your inmates through Secure Instant Mail (SIM),**

Secure Instant Mail does not integrate with our phone system but does compliment it by providing another means of communication with inmates. Secure Instant Mail is our Electronic communication between Friends & Family and the offenders at your facility

Secure Instant Mail is a new product that has just recently entered the industry. It has quite a few benefits for both you and the inmates and their friends and family.

T-NETIX' new SCN integrated architecture, allows all Secure Instant Mail™ information to be centrally stored and retrievable by approved facility personnel at any time

Secure Instant Mail is a web-based application intended to assist in connecting Friends and Family with an offender. It provides electronic letter submission with investigative capabilities such as:

- **Wordspotting**
- **Language Transliteration**
- **Keep track/restriction of sender of mail (2-way)**
- **Additional secure opportunity to deposit money into offender trust fund**

Facility Benefits:

- **Reduces time to process mail (just print the email)**
- **Enhances security (track and restrict mail by sender or offender)**
- **Reduces contraband opportunities (no envelopes)**
- **Enhances investigative abilities (Wordspotting, transliteration)**

Thank you for this opportunity to continue to provide the State of Maryland Department of Public Safety and Correctional Services the experience and performance you deserve when providing an Inmate Calling System to the inmates of Maryland.

INTRODUCTION

T-NETIX Telecommunications Services, Inc. and Evercom Systems, Inc. were acquired in 2004 by a private equity firm based in Miami, and joined forces under a common parent company, SECURUS Technologies, Inc. SECURUS is owned by H.I.G. Capital Partners III, LP (“H.I.G. Capital”). H.I.G. Capital is a leading private equity and venture capital investment firm with more than \$1 Billion of equity capital under management.

SECURUS, through its subsidiaries, strives to satisfy the correction industry’s ever-expanding technological requirements by remaining intimate with its customer’s individual needs. The SECURUS family of companies is among the largest, if not the largest, independent provider of collect, pre-paid and debit calling services to local, county, state and private correctional facilities in the United States. The company designs, implements and maintains inmate telecommunication systems and facility management software solutions that streamline the operation of criminal justice facilities and empower administrators with administrative, investigative and economic capabilities.

The SECURUS corporate family services approximately 2,700 correctional facilities in 49 states, including locations operated by city, county, state and federal authorities and other types of facilities such as juvenile detention centers and private jails. By consistently offering unequaled expertise, superior service and application driven solutions, T-NETIX has earned its place among the correctional industry’s top telecommunications and information systems providers. Our sole focus is serving the highly specialized needs of the correctional industry and to continually strive to provide creative industry products and solutions to our customers.

T-NETIX DPSCS MANAGEMENT TEAM

Jim Lamont
DPSCS Account Manager

Jim Lamont has been in telecommunications for over 25 years. He has been involved with public and inmate telephone service for his entire career. Functions have included repair center supervisor, strategic planning, finance forecasting and tracking of revenue and expenses, and responding to both inmate and public RFP's. His last assignment with Verizon was as Corrections Product Manager. As the Product Manager, Jim was involved with tariff and regulatory issues, vendor relations, and administration of long distance service on inmate telephones.

As a T-NETIX Territory Manager for the most recent 4 years Jim has been involved with all aspects of managing corrections accounts in the Maryland DPSCS system, Maryland Counties, Pennsylvania DOC, Pennsylvania counties, as well as many counties in Virginia.

Jim lives and works in Baltimore Maryland, and is therefore centrally located to all of the Maryland facilities.

Lisa Hunter
Regional Service Manager

Lisa Hunter is our Regional Field Service Manager for T-NETIX. Lisa is a life long resident of Maryland and has been employed with T-NETIX for more than 15 years as the Service Manager for all correctional facilities located within Maryland, both state and county facilities. The Field Service Technicians and the Service Administrators report directly to her. Lisa works very closely with all of our customers to ensure their total satisfaction.

As T-NETIX' Regional Service Manager Ms. Hunter manages her remote employees throughout the state while keeping a close watch on all customer systems and resolving their problems as necessary. She performs employee and customer training as well.

STATEMENT OF WORK

T-NETIX agrees to meet or exceed all of the following requirements which were included in the Request for Proposals No. 050R2800336:

T-NETIX shall comply with the following general requirements:

- a. T-NETIX shall be responsible for providing local and long-distance services (both interLATA and intraLATA) to the inmate pay stations.**
- b. T-NETIX 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 pay station plans to 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.**
- b. T-NETIX shall assure continuous availability of pay station service, twenty-four hours a day, seven days per week.**
- c. T-NETIX shall comply with all regulations of the State of Maryland Public Service Commission (PSC) and the Federal Communications Commission (FCC).**
- d. T-NETIX shall meet all applicable requirements of the Telecommunications Act of 1996.**
- e. T-NETIX 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 have TTY built in.**
- f. T-NETIX shall be solely responsible for collecting all revenue and including it in the TGR.**
- g. T-NETIX 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. (However, no coin stations were part of this original RFP)**
- h. T-NETIX shall be responsible for obtaining all permits and licenses necessary for the completion of installations.**
- i. All pay stations and call monitoring equipment currently installed in DPSCS facilities are to be replaced by the T-NETIX 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. (T-NETIX met this requirement in 2004)**

3.3 PAY STATION AND MONITORING EQUIPMENT REQUIREMENTS

DPSCS will require T-NETIX to provide a pay station system that will support administration and inmate payphone service.

At a minimum the inmate pay station system shall provide:

A system that controls the inmate pay stations and provides Station Message Detail Records (SMDR).

A monitoring system for the inmate pay stations.

A recording system to capture the content of the pay station calls.

A system that provides fraud detection.

A system that shall be remotely managed at DPSCS headquarters and another centrally located DPSCS facility to be determined.

Each of the 31 DPSCS facilities with an integrated system to control, monitor and record inmate pay station calls from that facility. (The number of facilities that actually require an inmate call control system is now 26)

The capability for DPSCS headquarters, and another site to be determined, access to any of the 31 facilities data and to monitor real time information.

A site administrator as needed, trained in the operation of the system and capable of providing requested systems and data base changes within a 24-hour period, excluding weekends.

LIMITATIONS ON INMATE PAYSTATION EQUIPMENT

Inmate pay stations shall not access the following:

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.**

T-NETIX Secure Call Platform (SCP) Overview

T-NETIX will provide the DPSCS with state-of-the-art inmate telephone equipment and a custom built SCP system, which is capable of real time inmate telephone monitoring, inmate telephone recording, call blocking/unblocking, and report generation. The advanced features of the system provide extremely powerful and flexible tools for controlling inmate calling, reducing fraud, and generating valuable administrative reports.

The SCP allows inmates the privilege of telephone communication while enabling staff and investigators the ability to maintain security through a reliable and easy-to-use inmate call control system. The SCP provides security to the public through the use of:

- **automated operators instead of live operators**
- **personal allowed number (PAN) lists that do not allow calls to numbers that have not been approved by the system administration**
- **inmate call monitoring and recording for investigative and safety purposes**
- **call duration settings and telephone on/off times**
- **call detail records for investigative purposes, and fraud control features**

SCP enables our customers to operate a smarter and more efficient prison. The SCP's investigative tools permit a higher degree of accuracy and allow investigators to locate inmate-calling information more quickly and reliably. Routine inmate calling operations can be configured to require minimal administration—allowing a facility's staff to focus on what they do best, maintaining a safer, more secure correctional environment. The SCP also allows for immediate, real-time live monitoring of calls in progress. All of these investigative and administrative resources are available from any Windows based computer with access to the World Wide Web.

T-NETIX' custom built SCP is an integrated platform of software tools and computer and telephony hardware. The SCP's hardware and software components are designed to adapt to the changing needs of a facility's operations. The SCP is capable of real time inmate telephone monitoring, inmate telephone recording, call blocking/unblocking, and report generation.

The SCP is equipped with the following standard applications:

- **Digital recording and playback (accessible and installed if found necessary)**
- **Dedicated customer care center to specifically address called party inquiries**
- **A variety of optional calling methods and platform flexibility to increase options and income for the facility while increasing the inmate's calling ability**
- **Number restriction/blocking capabilities**
- **Identification of watched numbers, attorney calls (Private) on CDR**
- **Multi-level password security entry system for each application**
- **Call Detail Reports based on user search criteria**
- **PIN Application with Personal Allowed Number (PAN) list capabilities**
- **Expanded fraud control features (3-way, additional digit dialing, etc.)**
- **Bilingual Automated Voice Messaging, Instructional prompts, tag lines and voice overlays**
- **Fully integrated debit-based calling platform (used by all INS facilities)**
- **Interface and integration capabilities**
- **Immediate port disabling**
- **Automated PIN and PAN assignment**

- Remote live monitoring capabilities—anywhere nationwide
- True call portability for replay of conversations without the need of proprietary software

Call Monitoring

The real-time inmate call-monitoring feature offers an investigative tool that allows authorized individuals to click on any call in progress and listen to the conversation through a speakerphone, handset or headset. The monitoring of live calls is undetectable by either the inmate or the called party and does not disrupt the recording process. There is no drop in volume or noticeable “click” when monitoring begins and the conversing parties are not tipped off to the monitor’s presence.

Call Recording

The T-NETIX SCP is designed with a minimal of one year of on-line recordings for ease of access by Maryland DPSCS. No proprietary software is required to access the T-NETIX SCP.

The T-NETIX SCP allows for immediate, real-time monitoring of calls in progress and immediate playback of pre-recorded conversations via any Windows based multi-media PC workstation. Facility personnel (with appropriate password privileges) are able to monitor live calls or pre-recorded conversations by simply highlighting the call in progress and clicking on the speaker icon. Maryland DPSCS personnel with the appropriate password will be able to conduct investigations and listen to conversations from any PC with Web access allowing ease of portability.

Below is a sample of a call detail report. To listen to the call, the user simply clicks on the speaker ICON on the left side of the screen.

Remote Call Forwarding

The SCP is equipped with a remote call-forwarding feature for those numbers that are under surveillance by the investigative unit. The Covert Alert feature enables authorized personnel to monitor a call, from any designated remote location, while the call is in progress. Once a number, or PIN, is assigned a ‘covert’ status, the user simply enters a telephone number (cellular, home, office, etc.) to which he/she wants the call sent for ‘Live’ monitoring. The call is then automatically re-routed once the call is accepted by the called party and is in progress. There are no distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country. As an additional benefit, administrators may continue to monitor other calls, through the on-site workstation, while utilizing the ‘Covert Alert’ remote live call-forwarding feature.

Call Blocking

During installation, a “Call Blocking” table is established which denies inmates from making calls to specific numbers. Typically, access is denied to residential or business lines, including those of judges, sheriffs, facility personnel, jury members, attorneys and witnesses. Because Call Blocking tables often contain thousands of entries, the SCP offers virtually unlimited blocking potential with a standard capability of 1,000,000 individual entries. The entries may consist of an entire area

code, an entire exchange code within an area code, or a specific telephone number. All 800, 900 and 976 area codes are normally blocked along with all foreign area codes, unless specified. This blocked number list may be administered locally by facility personnel using the Administrative Workstation, or remotely by the T-NETIX Technical Service Center. All blocked numbers have an associated 'block' reason code that is stored in the blocked number database for future reference. The Correctional WebManage Edit Number Details page provides updates to this database.

Call Party Blocking

The SCP provides an optional feature that allows the called party to permanently block future calls from the facility by dialing a predetermined digit on his or her telephone. This feature, when implemented, notifies the called party of this option during the call acceptance process.

Rate Quote

The SCP platform allows the called party to be informed of the call cost prior to acceptance. Once a selection is made, the prompt informs the called party of both the initial costs and any additional per minute costs. We provide this today at all Maryland DPSCS Facilities.

Programmable Call Duration

Specific call durations may be assigned to PINs, dialed numbers, inmate telephones, or globally by facility. For example, assigning the call duration to a PIN forces all permitted numbers for that PIN be limited to that duration, while assigning a different call duration to a permitted dialed number only impacts that specific number. This type of programming resolution ensures that the call duration requirements of a facility can be met at many different and specific levels.

Call Metering by Time Periods

Calling limits may be programmed on a dialed number basis to establish thresholds for call attempts, accepts, denies, total duration, and dollar amounts, for selected periods of time. Time periods range from one to twenty-eight days, and may begin on any day of the week (i.e., Wed-Tue). Should any of these adjustable thresholds be met during the selected time period, the caller is informed by voice announcement as to why his or her call cannot be completed.

Speed Dial

The SCP allows up to 64 programmable Speed Dial numbers that may be entered from any inmate telephone. A standard speed-dial table allows for translations from a dialed number into another dialed number. This allows for absolute translations of a seven or ten digit number into another or the translation of a #XX number into a phone number. The speed dial numbers "#10" or "#11", for example, may

represent specific requests such as inmate medical alerts or officer assistance requests. The capability also exists to merge additional features, alter the duration of the call, and restrict who may use a speed-dial translation.

Pattern Dial Detection

SCP can detect many dialing patterns, which might be attempts at fraud. Several numbers that are dialed in sequence, for instance, would alert facility personnel that a possible fraud attempt is in progress. SCP can also be configured to disallow additional digit dialing once the inmate has completed his dialing sequence. When an inmate attempts to dial more digits than necessary the system simply disconnects the call.

PIN Operation (Open & Controlled)

Each inmate telephone may be programmed for PIN or non-PIN operation. This allows the facility to utilize the PIN operation in maximum security or long-term areas, while allowing an "all calls" option in overnight, work release, or trustee areas. The SCP has no limit or restrictions on the number of PIN or Non-PIN inmate telephones operating at the facility.

Some inmate facilities may choose to operate using a PIN system, under which each inmate is assigned a personal identification number (PIN). The inmate then enters his or her PIN before being allowed to make a telephone call. PINs also provide an audit trail of the specific inmate that placed a specific call. Additionally, SCP enables the facility to allow or deny telephone numbers based on inmate identity.

True Number Validation

T-NETIX also employs the most sophisticated intelligent validation network in the industry. As a real-time, computer telephony based switching system, the SCP never allows an inmate to be connected to a conventional dial tone. All dialed numbers are thoroughly analyzed before the call is allowed to process. This includes determining if the area code and exchange are valid, checking the number against any restrictions such as customer requested blocks, and verifying through the national Line Information Database (LIDB) that the number is able to receive collect calls, and is not a cellular or pay phone, pager, etc. Only once the dialed number passes all of these tests will it be dialed by the SCP. We currently serve several inmate facilities with our validation hub, and this collective information is very effective in reducing fraudulent and illicit calling.

Active Call Acceptance

The SCP requires positive 'called party' acceptance using either rotary dial, or touch-tone telephones, in order for a two-way conversation to take place. When the called party answers the phone, the system's answer detection triggers the call acceptance voice message. This message announces the inmate's call and asks the called party if they wish to accept the charges of a collect call. The called party is instructed to dial the single digit "zero" on his or her own telephone to accept the collect call charges, or hang-up to disconnect the call and refuse charges. This 'active' acceptance procedure ensures that the called party does not get billed for any charges that they have not authorized. For called parties using rotary phones, the SCP utilizes a sophisticated rotary-dial detection algorithm that provides a robust method of digit detection for this older generation of telephones.

Multilingual Capability

Each standard system is capable of providing message prompts in up to several different languages. The languages utilized will be determined by the State. An inmate selects a specific language at the beginning of the call process by dialing a

single digit. This will initiate the selected language prompts to both the inmate and the called party in English and Spanish.

Call Termination Warning

Both the inmate and the called party are notified of call termination by voice prompting at one minute prior to the end of the call's pre-programmed time limit. By assigning a different Class of Service, call termination notification may be disengaged for specific numbers such as attorney's numbers, public defenders, etc. All call records contain a 'reason for termination' code that indicates why a call ended.

Three-Way Conference Calling Fraud Detection

T-NETIX is the industry leader when it comes to Three-way call detection and prevention. T-NETIX holds a series of patents surrounding this feature. Without this feature Offender's could enlist the aid of an outside accomplice to "conference" them, via Central Office-provided three-way calling, to an "unrestricted" line, bypassing the system controls. Without this protection, the offenders have in effect, unrestricted access to the outside world, defeating the correctional objectives and policies of the Department along with subjecting the public to offender harassment and fraud. The SCP is unique in its ability to detect and foil an accomplice's attempt to activate the three-way call. Once a three-way call attempt is detected, the system can be configured to initiate one or all of three available options as follows:

1. Warning, marking, and terminating calls identified and determined by the system to be a three-way call connection.
2. Warning called parties and the offender using specific tag lines that three-way calling or conference calling is not allowed and are subject to termination.
3. Marking/Tagging the suspected three-way call attempts for review by administrative or investigative personnel through the system's call detail reporting.

With this more accurate 3-way detection system, the DPSCS can retain valuable investigative intelligence while curtailing security breaches from calls which should not be connected.

- U.S. Patent #5,319,702 Methods and Apparatus for Detecting and Responding to Hook Flash Events Occurring on a Remote Telephone
- U.S. Patent #5,539,812 Method an Attempted Three-Way Conference Call on a Remote Telephone
- U.S. Patent #5,805,685 Three-Way Call Detection by Counting Signal Characteristics
- U.S. Patent #5,796,811 Three-Way Call Detection

T-NETIX' patented 3-way Call Detection feature has been proven in independent tests to have nearly flawless effectiveness. With all 3-way call blocking methods,

the technology requires "art" as well as science. Its configuration at each facility will be customized by T-NETIX to adjust sensitive parameters and thresholds for optimum performance.

The 3-Way Conference Calling Fraud Detection feature prohibits the major fraud practice possible with other automated and live-operator systems. Inmates could enlist the aid of an outside accomplice to “conference” them, via Central Office-provided 3-way calling, to an “unrestricted” line, bypassing the system controls. Without this protection, inmates have in effect, unrestricted access to the outside world, defeating the correctional objectives and policies of the institution along with subjecting the public to inmate harassment and fraud. T-NETIX’ system is unique in its ability to detect and foil an accomplice’s attempt to activate the 3-way call feature by immediately disconnecting the call upon detection. T-NETIX’ proposed system has the unique ability to disable 3-way call detection on a particular number or groups of numbers, such as attorneys.

Near Flawless 3-Way Detection and Prevention

Simply having the best 3-way call detection in the industry was not enough for T-NETIX. We have continued to research this issue and develop enhancements to our solution. Recent advancements in our 3-way call detection methodology have led our customers to tell us they believe our 3-way detection operates nearly flawlessly. This led T-NETIX to commission an outside firm, SIBRIDGE consulting, an independent consultancy, to verify the accuracy of the three-way call detection feature.

The SIBRIDGE study collected and audited call recordings and event logs for approximately 6,000 calls. This independent test of our new 3-way calling detection capability revealed T-NETIX’ overall success rate to be in the mid to high nineties, most significantly the system accurately detected and prevented illegal 3-way call attempts.

Second Dial Tone/Anti-Chain Dialing

The SCP does not allow an inmate to obtain a second dial tone without termination of the first call. Follow-on, or "chain" dialing, is prevented by a combination of features. When the called party disconnects prior to, or without the inmate hanging up, the Public Switched Telephone Network (PSTN) should by today's standards not return a "second" dial tone. Instead, a pre-recorded message such as "If you would like to make a call, please hang up then place your call," is played to the inmate. Since not all Local Exchange Carriers implement this standard, the SCP uses the T-NETIX patented three-way Call Detection System, plus standard battery, dial tone, and DTMF detection, to detect the called party's on-hook condition.

The SCP constantly monitors the hookswitch of the inmate telephone. If the hookswitch is depressed at any time, an internal dial tone reappears. This prevents hookswitch manipulation for fraudulent purposes and prevents dialing if a secondary dial tone is received after the called party hangs-up. Should an on-hook transition be missed by the SCP, the SCP continuously looks for the occurrence of DTMF (dual tone multi-frequency) tones and dial tone. After proper timing qualification of these tones, to prevent inadvertent disconnects due to ambient background noise, the SCP causes call termination resulting in the re-establishment of either the PIN tone, or dial tone to the inmate, forcing a new, fully-controlled call.

Extra Dialed Digits

The Call Control Processor incorporates sophisticated technology to identify specific activities and eliminate fraud attempts by providing the option to enable the Extra Dialed Digits (EDD) feature. This feature has the ability to detect additional DTMF digits that are dialed by the inmate and/or the called party after the dialed number has been entered to accept the call. The threshold of declaring an Extra Dialed Digits event is programmable for specific dialed numbers or on a facility-wide basis. The EDD feature provides extra protection against chain dialing fraud and terminates the call immediately if the EDD threshold is exceeded.

Call Branding

The SCP currently brands each inmate call with the name of the facility and the name of the inmate placing the call. Recorded inmate names are tracked and associated with inmate PINs. If the System includes a Central Processor(s) in a multiple facility environment the inmate's stored name file automatically transfers with his or her PIN information to the destination facility.

Calling Party Identification

When the called party answers, the SCP call announcement message notifies the called party that they have a collect call from an inmate and states the name of the institution in which the inmate is located. The inmate's recorded name is announced to the called party as part of this call acceptance message to provide identification of the calling inmate. For example, a typical announcement may say, "You have a collect call from an inmate, "John Doe, at the Maryland Correctional Facility at Roxbury." The facility name branding can be customized for every facility.

Voice Overlay

Voice overlay messages may be played throughout the call as an additional fraud protection feature. The frequency that the established message is played may be programmed by minute increments or a random setting. An example of a voice overlay message is *"This call is from the Maryland Correctional Institution at Roxbury."*

Fraud Detection Data Analysis

The SCP is continuously analyzing call data and system parameters to detect any system anomalies, hardware failures, fraud indications, lowered revenue levels, or unusual usage patterns. All telephone activity is logged and statistically analyzed to detect any attempts at 'Hookswitch Dialing', 'Black Boxing', 'Hacking', or any other fraudulent telephone activities.

Controlled Talk/Listen Audio Paths

To prevent the inmate from passing messages or harassing comments to the called party prior to call acceptance, the audio talk paths are separated until positive acceptance occurs. After the called party answers, the SCP plays the acceptance message to the called party and the inmate. During this time, the inmate cannot talk to the called party or proceed with any additional dialing. The two-way talk path is not established until the called party agrees to pay the charges by dialing an acceptance digit.

Accurate Answer Supervision

The Platform utilizes industry-standard telephony cards that incorporate sophisticated answer supervision techniques. These advanced methods enable the SCP to distinguish a legitimate call answer and call acceptance event from network ring/busy signals, answering machines, operator intercepts, SIT (Signal Interface Tones) tones, pagers, hacking, chain dialing, and other non-conforming telephone activity. The SCP informs the inmate with one of the various reasons that the call was not completed.

Rate Quote

After the called party is notified by the SCP that they have a collect call from a Maryland facility, the called party hears a quote rating of the cost of the call. An example is "The cost of this call is \$2.85 for the first minute and thirty cents for each additional minute." The stated rates are dynamic and are calculated according to industry standard mileage using V and H coordinates of the originating and terminating locations. Quoted rates indicate the actual 'billed' rates and may be discounted according to time of day and day of week. This feature is enabled at all Maryland facilities for all types of calls including local and intraLATA calls.

Alerts

This feature enables facility personnel with password authorization to 'tag' specific dialed numbers or inmate PINs that provide notification when those 'tagged' parameters are detected in the process of a call. The SCP provides multi-level alerts that can be assigned to appropriate investigative groups. Real time alerts can be generated through the use of the Phone System Monitor. Otherwise there are various inmate reports available under the Correctional WebManage application

that can be used to notify the appropriate investigator wherever they reside within the network.

Covert Alert (No additional charge)

Providing real-time mobility to enhance investigator efficiency, Covert Alert is an integrated feature that enables automated remote forwarding of flagged inmate calls to an investigators' telephone for remote monitoring—*no matter where the investigator is located*. This feature will allow your facility's investigators to "multi-task", even off-site, without the risk of missing important investigative information. This mobility means increased productivity and greater operating efficiencies for the facility.

PIN/PAN Calling List Administration

The PIN (Personal Identification Number) tool offers very powerful call control features and expanded investigative tools. The PIN feature alone requires that each inmate use a PIN (typically his/her booking number) to successfully place a call. And, when the PAN (Personal Allowed Number) feature is incorporated, the inmate can place calls to only those numbers on his/her PAN list. Additionally, the PIN feature can control the inmate's pre-recorded name that may be used every time an inmate makes a call.

Multi-level Password Protection

The secure access tool is a multi-level password scheme specifically designed to enable facility administrators to assign different levels of access to individuals who will use different features of the SCP. While a high access level allows clearance to all functions of a particular SCP tool, a medium access level may only allow access to a particular function or functions within the same tool. A low access level may be given to duty officers to routinely use the information search function of a given tool, while denying access or clearance to other functions or features.

Call Data

The SCP stores all Call Detail Records on a hard drive located within the System. This data is kept in a proprietary format that provides detail for management reports, fraud analysis, and conversion to industry standard billing formats. The SCP is capable of storing multiple months of records at the site; however, all Call Detail Records are collected daily by T-NETIX' Data Center for billing purposes and are archived for a minimum of five (5) years at our secure Data Center.




Station On/Off Timers

The SCP may be programmed to automatically enable or disable phones at different times of the day or night. Multiple programmable on/off times are provided for each individual line to eliminate the need for manually disconnecting inmate phones during curfew hours. Changes to the on/off timers may be implemented remotely by T-NETIX.



Manual Station Control



Individual stations may be taken out-of-service under program control through the use of the workstation at each facility. Emergency disconnects can usually be accomplished in less than thirty seconds.

In SCP, the call monitoring list may be sorted to show all phones currently on hook (not being used) or off hook (being used). The three colored radio buttons located at the upper right-hand portion of the call monitoring screen is used to sort the call list by any of the above categories.

- Select the  **on hook** radio button to show the phones that are on hook (*no calls in progress*)
- Select the  **off hook** radio button to show the phones that are in use (*calls in progress*)
- Select the  **show all** radio button to show all phone locations within the facility

Live On-Site Monitoring

To listen to a 'live' conversation simply click the  icon at the beginning of the line of the selected '*In Progress*' call. The icon color changes to  indicating monitoring is in progress and the conversation is heard through speakers connected to the workstation.

To stop monitoring a call in progress, simply click the  icon again. The color changes to  indicating that call monitoring has stopped or to show that the call had been monitored.

Remote Monitoring

To forward a call in progress to another phone for remote monitoring, click the  icon adjacent to the  icon of the in progress call.

The '*Forwarding Call*' dialog message box shown below appears once the call has been successfully forwarded.

Constant Fraud Controls

The SCP uses an automated operator exclusively. When a call is processed, any unnecessary dialing or hookswitch activity results in termination of the call, thereby eliminating potential fraudulent activities such as credit card calls and fraudulent use of calling card numbers. These control features are the result of the SCP's ability to control all aspects of the call process including providing its own line voltage to the inmate station, isolating it from direct connectivity to a local telephone company.

Standard Reports

The SCP has a dedicated reports writer that provides investigative information based on the Call Detail Records. This sophisticated reporting tool can provide

routine scheduled reports, or reports on an ad hoc basis. The SCP is capable of searches and call detail analysis on all calls placed from each inmate telephone through the SCN which includes date, time and duration, telephone number or origination and destination, if utilized, inmate ID, reason for termination, and much more. Call details are kept on all call attempts, except those to blocked numbers. The standard reports can be customized by varying search criteria such as date range, facility, or call length.

Export Capabilities

The T-NETIX Investigative Report modules allow the user to save a report as a file, in the Adobe® PDF format. Reports may be saved to a variety of destinations. This feature allows for fast and convenient access to reports for future retrieval or sharing.

The reports created by the Secure Connect Network may be converted from PDF to many different formats. Most common file formats are supported including Microsoft Word, Microsoft Excel, Word Perfect, and HTML. Converting an exported report enables you to use the reports you create in word processors and

other office automation tools that you are using today. In addition, reports may easily be published on your facility's web page.

TELEPHONE SPECIFICATIONS

T-NETIX Inmate Telephones are the strongest and most reliable units available, and are designed specifically for the prison environment.

The dimensions of our inmate telephones are 8 ½ inches deep, 22 ¼ inches high, and 9 ¼ inches wide. The shipping weight of our inmate telephones is 10 lbs. The standard length of the receiver cord and stainless steel lanyard is 18 inches.

Full Size Blue Inmate Phone with Volume Control

THE INDUSTRY STANDARD:

- The overwhelming choice for State Prison Systems, the Federal Bureau of Prisons, County and City Facilities nationwide.
- Proven reliability, durability, and flexibility.

FEATURES:

- **All-in-one** electronic dial features modular incoming line and handset connections for quick maintenance. Carbon (HS) and DuraClear® (DURA) Handsets have separate 4-pin connections.
- **Built-in user controlled volume “LOUD” button** for ADA mandated volume control (must be user-controlled volume amplification AND volume must reset to normal with on-hook to meet ADA requirements)
- **Powder Coated cold rolled steel** provides rugged vandal resistant telephone housing designed and built for inmate use
- **Confidencer technology**, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
- **Heavy chrome metal keypad bezel, buttons, and hookswitch lever** withstand abuse and vandalism



- **Armored handset cord is equipped with a steel lanyard (1000# pull strength) and secured with a 14 gauge retainer bracket for maximum vandal resistance**
- **Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations**
- **Pin-in-head security screws minimize tampering**
- **Hearing aid compatible and FCC registered (DF4USA-75652-CC-E)**

OPTIONAL FEATURES

T-NETIX is committed to the research and development of advanced technological solutions to help Counties, Administrative, Corrections and Law Enforcement staff create greater efficiencies within their operations. Evidence of recently developed applications which demonstrate our commitment to delivering relevant solutions includes:

INMATE VOICE MAIL (ADDITIONAL END USER FEE APPLIED)

Our patented method of allowing secure voicemails that are left by any caller who has an established account revolutionizes the method in which family and friends communicate with inmates. Facilities retain the same control of recording and monitoring as with their existing recording functionalities. Messages can be left for individual or multiple inmates in multiple facilities. This application provides an additional form of communication not available in standard calling systems. The SCP takes messages from any phone and adds economic efficiency of your facility. A secured password is created and accesses a protected account for specific inmates that can only be accessed by the inmate, the sender and approved facility personnel. To ensure complete facility control and security, all messages are recorded and can be monitored in the same manner as traditional calls.

Inmate Voice Mail is integrated with our Inmate Telephone System thus providing the State's authorized personnel with the vast array of information readily available through the single entry point of Graphic User Interface (GUI).

Each message will cost the subscriber \$0.75 and the State will receive \$0.25 as a commission from T-NETIX.

ELECTRONIC DRAGNET (BASIC PACKAGE – NO ADDITIONAL CHARGE)

Electronic Dragnet is T-NETIX' Web-based data search application that allows users to utilize centralized database repositories including hundreds of data points from our 2,700 facilities in order to assist investigators in their quest to protect the citizens of Maryland and beyond. Authorized users can access Electronic Dragnet from any internet-capable computer using their assigned username and password.

Electronic Dragnet provides the ability to link valuable law enforcement data sources. Maryland DPSCS will be provided information in a meaningful format to assist frontline defenders and investigators in developing a comprehensive crime fighting strategy. The Electronic Dragnet application provides a platform whereby a law enforcement investigator can realize significant value through the ability to actively obtain information about people, places, things, and events from a wide array of public and private data sources, including T-NETIX proprietary data such as Call Detail Records (CDRs).

SECURE INSTANT MAIL (ADDITIONAL END USER FEE APPLIED)

T-NETIX' Secure Instant Mail™ (SIM) offers an independent, fully controlled, electronic mail communication between the inmates and their families and friends. This application provides correctional facilities with an array of investigative tools to inhibit inmates' illegal activities, and the influx of contraband into the State's facilities ensuring public and staff safety. Further, SIM retains sophisticated layers of security to protect the integrity of these correspondences as

investigative tools. All incoming and outgoing e-messaging letters are digitally recorded, catalogued, stored and available to the State for investigative review at any time. Key word searches are available to enhance the investigative process as well as transliteration from twelve foreign languages. Secure Instant Mail can also create a new revenue stream, as the sender is charged a fee of \$0.60 for each two page letter sent and \$0.60 for each return page requested. The facility will receive a commission of \$0.10 on each transaction.

THE T-NETIX SERVICE COMMITMENT

T-NETIX is committed to providing excellent service to Maryland DPSCS at all times. Our field technicians are fully trained professionals who are available for immediate dispatch. T-NETIX personnel have extensive experience in the inmate telecommunications industry and are dedicated, as is the company, to performing at or above our customer's expectation in every aspect of our business.

T-NETIX maintains a comprehensive maintenance and Service Assurance Policy (SAP) to ensure that the System is operating at its full capacity at all times. T-NETIX SAP establishes response times and service levels that accomplish our objective of achieving the reputation as your premier provider of inmate telephone services and products.

Each service call will be assigned an initial acuity level. The acuity of each ticket is escalated one level when we do not meet the established time requirements for that acuity level. The following provides an overview of T-NETIX' policy for internal response to incoming trouble reports:

STEP 1: The customer notifies T-NETIX' Technical Support Center (TSC) of a problem by calling a toll free number, sending an email or a facsimile. The Technical Support Center is in operation 24 hours a day, 7 days a week, 365(days a year. TSC personnel identify the caller and site location, enter the information in the database, open a trouble ticket and assign a technician to resolve the problem.

STEP 2: Depending on the nature of the problem, the T-NETIX TSC informs the technician of the nature and scope of the problem and a plan of action is initiated. The nature of the problem determines course of action taken by the TSC as follows:

- a. If the problem is software related an inside technician is assigned to diagnose and resolve the problem**
- b. If the problem is hardware in nature, or the inside technician is unable to remotely diagnose, a field technician is dispatched to the site to diagnose and resolve the problem**
- c. If a network problem, the Network Operations Department personnel become actively involved**

STEP 3: The responding technician(s) either resolve the problem or contacts the Technical Support Staff for further direction.

STEP 4: If the problem remains unresolved, Technical Support contacts the Technical Support Manager for further direction in resolving the problem. If necessary, T-NETIX dispatches a Senior Technician to further assist the assigned Technician.

STEP 5: The problem is resolved and tested. The responding technician completes a service report and submits it to the TSC to update the ticket and post to the service file.

Escalation Policy

The following is T-NETIX proposed Escalation Policy, it is subject to change based upon the specific needs of the Maryland DPSCS:

Upon contact from the facility, each service call is assigned one of four initial acuity levels, each with its own resolutions and escalation timelines. Every effort is made to resolve the problem remotely, within the framework of the resolution timeframes. If the problem cannot be resolved remotely, a service technician is dispatched to the facility to expedite problem resolution. Technician dispatch also has resolution and escalation timelines appropriate for the assigned acuity level.

If resolution is delayed, escalation procedures within T-NETIX' Management Team are activated to ensure appropriate resources are allocated to resolve the problem.

Minimum Service Level Requirement	Severity Description	Customer Communication Guideline	Escalation Email Guideline
<i>Level 1</i>	Greater than 50% of a system is not functioning or greater than 10% of the phones are affected. Resolution Expectation is 3 hours.	<ul style="list-style-type: none"> •If a technician is required, T-NETIX 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
<i>Level 2</i>	Facility reports they are experiencing phone trouble impacting more than 30% of the facility's phones, but less than 50%. Resolution Expectation is 12 hours.	<ul style="list-style-type: none"> •If a technician is required, T-NETIX contacts the customer with an estimated time of arrival. •If a dispatch is not required, T-NETIX 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
<i>Level 3</i>	Facility reports they are experiencing phone trouble impacting more than 5% of phones, but less than 30% of the facility. Resolution Expectation is 24 hours.	<ul style="list-style-type: none"> •If a technician is required, T-NETIX contacts the customer with an estimated time of arrival. •T-NETIX contacts the customer to ensure the issue was resolved. 	<ul style="list-style-type: none"> •Technical Support Department
<i>Level 4</i>	Facility reports phone trouble with less than 5 % of phones or requests a modification. Resolution Expectation is 36 hours.	<ul style="list-style-type: none"> •If a technician is required, T-NETIX contacts the customer with an estimated time of arrival. •If a dispatch is not required, T-NETIX notifies the facility when the service issue is resolved. 	<ul style="list-style-type: none"> •Technical Support Department

CORRECTIONAL BILLING SERVICES

Correctional Billing Services (CBS), a division of SECURUS, is the only nationwide provider to offer Customer Care and Account Activation Centers solely dedicated to the friends and family members of inmates. Representing over 2,700 correctional facilities nationwide, we serve our customers utilizing Customer Service Representatives and Automated Assistants, 24 hours a day, 7 days a week, 365 days of the year. Customer Service Representative support is available in English and Spanish languages. We also provide customer service information via toll free number through our Automated IVR System, E-mail, and Website (chat and self-service). Additionally, CBS also provides personal account access through our Website at www.correctionalbillingservices.com or by emailing them directly at customer_service@correctionalbillingservices.com. The online website includes the ability to chat with our customer service staff.

Customer's questions, complaints, refund requests and telephone number blocks/unblocks, etc. can be handled by our support staff and also via our self service website. Our customers can rely on best-in-class inmate communications solutions to meet their every need. To establish an equitable relationship for every need, our CBS centers offer inmate families workable payment options such as prepayment of their charges, remittance directly to the local phone company, plus billing directly from CBS. We offer several payment methods for our prepayment and direct billing accounts, including an Automated IVR System, Live Person and Website, using Credit Card and Check. We have alternative payment options including Western Union and payments by mail (i.e. money orders, cashier checks, personal check).

Numbers may be auto-blocked for a number of different reasons. When this occurs, the customers are informed of this situation by an automated message. The message advises them of the restriction and the reason. The CBS toll free number is then given and repeated, inviting the customer to call the center for additional information and instruction as to how the restriction may be removed.

The CBS staff is able to assist the customer with other issues, relating to their collect call charges. CBS is a dedicated group, specializing in:

- **Troubleshooting calls not completing**
- **Billing disputes and adjustments**
- **Call rating inquires**
- **Site information**

Further, CBS maintains billing agreements with most of the LEC's, RBOC's and IXC's which allow CBS to include its monthly statement for charges, incurred by the called party, on their monthly billing statements.

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

In the current contract T-NETIX has used McEnroe Voice and Data, certification number 89-609, to lease recording equipment during the initial term of the contract. Additionally, throughout the contract T-NETIX has purchased network usage for the substantial DPSCS call volumes, from GURU, Inc., a telecommunications reseller based in Maryland, certification number 03-510. The efficiency of the new system will reduce the costs of network usage. In anticipation of this cost reduction and subsequent reduction in MBE participation, T-NETIX plans to engage additional MBE companies to make up any shortfall in order to achieve the 10% MBE goal. Services that are being negotiated with potential MBE providers include telephone installation, telephone maintenance, and service administration and call center services.

IMPLEMENTATION PLAN

Attached is a copy of a Maryland DPSCS project plan to implement T-NETIX' SCP Platform. The project details are as follows:

- ◆ **25 Facilities**
- ◆ **Several installation teams**
- ◆ **Multiple installs per week**
- ◆ **Start Date: 12/18/08**
- ◆ **Finish Date: 04/03/09**

Please note that this is only an example of our approach to converting the existing call control system to our new platform. The final implementation plan will be a cooperative effort developed based upon the priorities of Maryland DPSCS and factors that may include circuit availability and the use of MBE contractors in the installation process. We provide this project plan to illustrate the level of planning DPSCS can expect from T-NETIX.

FINANCIAL PLAN

T-NETIX Telecommunications Services, Inc. Offers Competitive Commissions for Maryland Department of Public Safety and Correctional Services

While keeping inmate call rates at the affordable level is important, competitive commissions to the Maryland Department of Public Safety and Correctional Services are also essential. T-NETIX understands the need to balance compensation with reasonable rates to satisfy inmates, their families and friends, and Maryland Department of Public Safety and Correctional Services Officials. Inmate telephone commissions currently provide an important source of revenue to the Maryland Department of Public Safety and Correctional Services and T-NETIX believes our commission offer paired with proactive inmate phone and system inspections will increase the frequency of inmate calling, therefore increasing the overall total calls originating from the facilities and increasing the Department of Public Safety and Correctional Service's commissions.

T-NETIX' commissions to the Maryland Department of Public Safety and Correctional Services will be based on a straight percentage of all originating, billable revenue. Collecting the revenue is T-NETIX' responsibility and no deductions for uncollected revenue will be applied to the calculation of commissions. A comprehensive usage and revenue report is provided with our monthly commission payments.

Please see Commission Summary table below.

State of Maryland DPSCS

Original Contract Expiration: December 31, 2006

There are two additional one year extensions for 2007 and 2008 at the option of the State.

The call rates and commissions below will be in effect for the additional years of 2009 and 2010

Summary of Call Rates

	Collect	Prepaid
Local	\$0.85	\$0.50
IntraLATA	\$2.25	\$2.25
1 st Min	See Table Below	\$0.27
Add'l Min	See Table Below	\$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

Commissions Summary

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

IntraLATA / Collect Rates

IntraLATA / Collect: \$ 2.25

IntraLATA Call Rates

Rate Airline Miles	Day	Day	Evening	Evening	Night & Weekend	Night & Weekend
	Initial Period 1 Minute	Add'l Period Each 1 Minute	Initial Period 1 Minute	Add'l Period Each 1 Minute	Initial Period 1 Minute	Add'l Period Each 1 Minute
1 to 10	\$0.21	\$0.10	\$0.15	\$0.07	\$0.10	\$0.06
11 to 16	\$0.22	\$0.15	\$0.18	\$0.09	\$0.12	\$0.07
17 to 22	\$0.25	\$0.17	\$0.20	\$0.10	\$0.13	\$0.08
23 to 30	\$0.27	\$0.21	\$0.24	\$0.14	\$0.16	\$0.09
31 to 40	\$0.28	\$0.22	\$0.25	\$0.17	\$0.18	\$0.11
41 to 55	\$0.29	\$0.23	\$0.26	\$0.19	\$0.19	\$0.12
56 to 70	\$0.30	\$0.24	\$0.27	\$0.20	\$0.20	\$0.13
71 to 124	\$0.31	\$0.25	\$0.28	\$0.21	\$0.21	\$0.14

END OF EXHIBIT B

EXHIBIT C

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. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- 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) Contracts involving services needed 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 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 contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the

Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0009005, I affirm the following:

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

OR

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

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

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

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

(c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

(d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

MBE PARTICIPATION SCHEDULE

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

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By (Please print or type):

Name: _____

Title: _____

ATTACHMENT D-2 CONT.

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0009005, 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. (Item #2 on this form is optional for the initial solicitation phase.)
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

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the State contract in
(Prime Contractor Name)
conjunction with Solicitation Number DPSCS Q0008005, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which subcontractor

(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

Prime Contractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

- 1.
- 2.
- 3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

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

Dennis Smith, MBE Director
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215 Baltimore, MD 21215

Dayena Corcoran, Assistant Warden
Maryland Correctional Institution for Women
Department of Public Safety & Correctional Services
7932 Brock Bridge Road
Jessup, MD 20794

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION
SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

1.

2.

3.

TOTAL DOLLARS PAID \$ _____

Prime Contractor Name _____

List dates and amounts of any outstanding invoices.

1.

2.

3.

TOTAL DOLLARS UNPAID \$ _____

Contact Person _____

Signature _____
(Subcontractor)

Date _____

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

Dennis Smith, MBE Director
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215 Baltimore, MD 21215

Dayena Corcoran, Assistant Warden
Maryland Correctional Institution for Women
Department of Public Safety & Correctional Services
7932 Brock Bridge Road
Jessup, MD 20794