Request for Proposals (RFP)

STATEWIDE LANGUAGE INTERPRETATION SERVICES

PROJECT NO. 050B7800015

DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: October 17, 2006

NOTICE:

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
VENDOR COMMENTS

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Thank you for your assistance.

Bid/Proposal Number: 050B7800015
Entitled: Statewide Language Interpretation Services

I. If you are not bidding, please indicate why:

- o Other commitments preclude our participation at this time.
- o The subject of the Contract is not in our business line.
- o We lack experience in the work/commodities required.
- o The scope of work is beyond our current capacity.
- o We cannot be competitive. (Please explain below.)
- o The specifications are either unclear or too restrictive. (Please explain below.)
- o Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- o Time for completion is insufficient.
- o Bonding/insurance requirements are prohibitive. (Please explain below.)
- o Doing business with government is simply too complicated.
- o Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- o Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

Remarks:
_____
_____
_____
_____

OPTIONAL:
Vendor Name: _____ Date: _____
Contact Person: _____ Phone: (_____) _____ - _____
Address or e-mail: _____

THANK YOU!!

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Statewide Language Interpretation Services

PROJECT NO. 050B7800015

RFP Issue Date:	**October 17, 2006**
RFP Issuing Office:	**Maryland Department of Budget and Management** **Division of Procurement Policy and Administration**
Procurement Officer:	**Andrea R. Lockett** **Office Phone: (410) 260-7374** **Facsimile: (410) 974-3274** **E-mail: alockett@dbm.state.md.us**
Proposals are to be sent to:	**Maryland Department of Budget and Management** **45 Calvert Street, Room 141** **Annapolis, MD 21401** **Attention: Andrea R. Lockett**
Pre-Proposal Conference:	**October 26, 2006 – 10:00 AM Local Time** **MDOT Headquarters** 7201 Corporate Center Drive Harry Hughes, Suites 2 & 3 (Ground Floor) Hanover, MD 21076
Closing Date and Time:	**November 27, 2006 – 2:00 PM Local Time**

NOTICE:

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

Table of Contents

SECTION 1 - GENERAL INFORMATION 1
1.1 SUMMARY STATEMENT 1
1.2 ABBREVIATIONS AND DEFINITIONS 1
1.3 PRE-PROPOSAL CONFERENCE 3
1.4 PROPOSALS DUE (CLOSING) DATE 4
1.5 QUESTIONS 4
1.6 CONTRACT DURATION 4
1.7 PROCUREMENT OFFICER 4
1.8 CONTRACT ADMINISTRATOR 5
1.9 MINORITY BUSINESS ENTERPRISES NOTIFICATION 5
1.10 MINORITY BUSINESS ENTERPRISES 5
1.11 MULTIPLE OR ALTERNATE PROPOSALS 6
1.12 CANCELLATIONS; ACCEPTANCE; MINOR IRREGULARITIES AND DISCUSSIONS 6
1.13 ORAL PRESENTATION 6
1.14 DURATION OF OFFER 6
1.15 PUBLIC INFORMATION ACT NOTICE 6
1.16 ARREARAGES 6
1.17 BID/PROPOSAL AFFIDAVIT 7
1.18 CONTRACT AFFIDAVIT 7
1.19 CONTRACT TYPE 7
1.20 PROCUREMENT METHOD 7
1.21 MANDATORY CONTRACTUAL TERMS 7
1.22 PROTESTS/DISPUTES 7
1.23 REVISIONS TO THE RFP 7
1.24 EMARYLANDMARKETPLACE FEE 7
1.25 INCURRED EXPENSES 8
1.26 ECONOMY OF PREPARATION 8
1.27 OFFEROR RESPONSIBILITIES 8
1.28 USE BY NON-STATE OF MARYLAND GOVERNMENT ENTITIES 8
1.29 VERIFICATION OF REGISTRATION AND TAX PAYMENT 9
1.30 FALSE STATEMENTS 9
1.31 PAYMENTS BY ELECTRONIC FUNDS TRANSFER 9
1.32 LIQUIDATED DAMAGES 9
1.33 NON-DISCLOSURE AGREEMENT 11

SECTION 2 – SCOPE OF WORK 12
2.1 GENERAL STATEMENT 12
2.2 SERVICE CATEGORY I: TELEPHONIC LANGUAGE INTERPRETATION 12
2.3 SERVICE CATEGORY II: ON-SITE LANGUAGE INTERPRETATION 14
2.4 SERVICE CATEGORY III: WRITTEN DOCUMENT LANGUAGE TRANSLATION 17
2.5 SERVICE CATEGORY BILLING 19
2.6 REPORTING REQUIREMENTS 21
2.7 COMPLAINT RESOLUTION AND MAXIMUM CUSTOMER SATISFACTION 25
2.8 CONTRACTOR REPRESENTATIVE 26

2.9 MEETINGS 26
2.10 AGENCY SPECIFIC TRAINING 26
2.11 INSURANCE REQUIREMENTS 26
2.12 CONTRACT START-UP / USER REGISTRATION LIST / CONTRACT TRANSITION 27

SECTION 3 – PROPOSAL FORMAT 28
3.1 TWO PART SUBMISSION 28
3.2 PROPOSALS 28
3.3 SUBMISSION 28
3.4 VOLUME I – TECHNICAL PROPOSAL 28
3.5 VOLUME II – FINANCIAL PROPOSAL 38

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE 40
4.1 EVALUATION CRITERIA 40
4.2 TECHNICAL CRITERIA 40
4.3 FINANCIAL CRITERIA 42
4.4 RECIPROCAL PREFERENCE 42
4.5 SELECTION PROCEDURES 42

ATTACHMENTS 44
ATTACHMENT A – CONTRACT 46
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT 56
ATTACHMENT C – CONTRACT AFFIDAVIT 62
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION 63
ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS AND FORM 75
ATTACHMENT F –NON-DISCLOSURE AGREEMENT 82
ATTACHMENT G – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION REQUEST FORM 85
ATTACHMENT H – PROCUREMENT OFFICER CHECKLIST 87
ATTACHMENT I – PRE-PROPOSAL CONFERENCE RESPONSE FORM 89
ATTACHMENTS J & K – CORE/NON-CORE LANGUAGE REFERENCES 90
ATTACHMENT J(1) – TELEPHONIC REFERENCES – CORE LANGUAGES 91
ATTACHMENT J(2) – ON-SITE REFERENCES – CORE LANGUAGES 92
ATTACHMENT J(3) – WRITTEN DOCUMENT REFERENCES – CORE LANGUAGES . 93
ATTACHMENT K(1) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS 94
ATTACHMENT K(2) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS 95
ATTACHMENT K(3) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS 96
ATTACHMENT L(1) – HISTORICAL SUMMARY - TELEPHONIC 97
ATTACHMENT L(2) – HISTORICAL SUMMARY - ON-SITE 99
ATTACHMENT L(3) – HISTORICAL SUMMARY - WRITTEN DOCUMENT 100
ATTACHMENT M – ON-SITE INTERPRETER ASSIGNMENT SHEET 101
ATTACHMENT N – “POINT-TO-YOUR-LANGUAGE” CARD 102
ATTACHMENT O – STATE GOVERNMENT – SB 265 103

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The purpose of this Request for Proposals (RFP) is to provide Maryland State agencies with competent, Continuously Available telephonic, on-site and written document language translation services to minimize or eliminate any language barrier. These services shall provide an on-demand, easy to use, cost-effective source of language interpretation to State government personnel and other entities as described in Section 2 of this RFP.

1.1.2 It is the State's intention to obtain services, as specified in this Request for Proposals, through Contracts between the successful Offeror(s) and the State.

1.1.3 DBM intends to award four (4) Contracts to Offerors whose proposals are deemed most advantageous to the State as follows:

A. Service Category I: One (1) Contract award for telephonic interpretation services within a specified group of core languages. (See Section 2.2)

B. Service Category II: Two (2) Contract awards to two (2) separate Offerors for on-site interpretation services within a specified group of core languages. (See Section 2.3)

C. Service Category III: One (1) Contract award for written document language translation services within a specified group of specified core languages. (See Section 2.4)

1.1.4 Offerors shall be able to provide all services and meet all of the requirements requested in this solicitation for a minimum of one (1) service category; telephonic, on-site and/or written document language translation. However, the same Offeror can be awarded a Contract for more than one service category. There will be a minimum of two (2) and a maximum of four (4) Contractors for all service categories.

1.2 Abbreviations and Definitions

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

a. **Additional Languages and Dialects** – Additional Languages and Dialects are Non-Core Languages and dialects that are not Continuously Available .

b. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation.

c. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

d. **Continuously Available** – Provision of translation services on a 24-hours per day, 7 days per week, 365 days per year basis (366 days in a leap year).

e. **Contract** – The Contract awarded to a successful Offeror pursuant to this RFP. A sample of the Contract is included in this RFP as Attachment A.

f. **Contract Administrator** – The State representative for this project, designated in Section 1.7, who is primarily responsible for Contract administration functions.

g. **Contractor** – A selected Offeror that is awarded a Contract by the State.

h. **Contractor Representative** – The Representative appointed by the Contractor who is responsible for the daily management and administrative functions of the Contract from the Contractor's perspective.

i. **Core Languages** – A specified group of mandatory languages within each service category. Offerors shall be able to provide Continuously Available services for all mandatory languages within each service category being proposed.

j. **Critical On-Site** – Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Contractor with less than six (6) hours notice.

k. **DBM** – Maryland Department of Budget and Management

l. **Expedited On-site** – Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Contractor with less than forty-eight (48) hours but greater than six (6) hours notice.

m. **Expedited Written** – Requests for up to 10 pages of Target Language translation that shall be completed within one (1) day from the day the Requesting Agency or Entity sends the Source Language to the Contractor. One additional day shall be permitted for each additional 10 pages of Target Language translation.

n. **Interpreter Procedure Manual** – Written summary provided by the Contractor describing in overall detail all procedural steps required to be followed by the telephone interpreter, on-site interpreter and/or written document translator.

o. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

p. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

q. **Non-Core Languages** –Languages not specified as Core Languages.

r. **Non-Standard Hours** – All hours not specified as Standard Hours.

s. **Observed Holidays** – The following are the Observed Holidays for this RFP. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.

t. **Offeror** – An entity that submits a proposal in response to this RFP.

u. **On-Site State Representative** – An individual authorized by the State to validate the information contained in Section B of the On-site Interpreter Assignment Sheet attached as Attachment M.

v. **"Point-To-Your-Language" Cards –** A card (no smaller than 2" x 3" and no larger than 3" x 5") that is constructed of a lightweight, but durable material that contains the appropriate translation for "Do You Speak" in (at a minimum) all eleven (11) On-Site Core Languages on one side and at least ten (10) On-Site Non-Core Languages on the other side. These cards shall be made available by the Primary Contractor to on-site interpreters, Requesting Agency(s), Requesting Entity(s) and the Contract Administrator.

w. **Primary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.3.3 that will be initially contacted for all occasions of need of on-site interpretation.

x. **Procurement Officer** – The State representative designated in Section 1.7, who is responsible for the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.

y. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B7800015 dated October 17, 2006, including any amendments.

z. **Requesting Agency or Requesting Entity** – The specific State government agency or non-State of Maryland government entity requesting telephonic, on-site and/or written document translation services.

aa. **Requesting Agency or Requesting Entity Representative** – A Representative of the specific State government agency or non-State of Maryland government entity serving as the contact person for billing and all other purposes related to the request of telephonic, on-site and/or written document translation services.

bb. **Routine On-site** – On-site interpretation requests that are sent by the Requesting Agency/Entity to the Primary Contractor with a minimum of forty-eight (48) hours notice.

cc. **Routine Written** – Requests for up to 20 pages of written document translation that shall be completed within one (1) week from the day the Requesting Agency/Entity sends the Contractor the Source Language. One additional day shall be permitted for each additional 10 pages of Target Language translation, or portion thereof, beyond the first 20 pages.

dd. **Secondary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.3.3 that will be contacted if the Primary Contractor for On-Site Interpretation Service does not provide service in a timely manner.

ee. **Source Language** – For written translation services, the language in which existing documents are written.

ff. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00 a.m. to 8:00 p.m. Local Time, excluding Observed Holidays.

gg. **State** – Means the State of Maryland.

hh. **Target Language** – For written translation services, the language into which existing documents are to be translated.

ii. **User ID** – The identification code assigned by the Contractor to the Requesting Agency or Requesting Entity for billing and contact purposes for telephonic, on-site and/or written document translation services.

jj. **Validated Complaint** – A complaint investigated by the Contractor which determines that an interpreter has misinterpreted the overall meaning/context of the Source Language or dialog of the individual who is being interpreted.

1.3 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on October 26, 2006, beginning at 10:00 AM, at 7201 Corporate Center Drive, Harry Hughes, Suites 2 & 3 (Ground Floor), Hanover, MD 21076. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's overall understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form to the attention of Andrea R. Lockett, preferably via e-mail at alockett@dbm.state.md.us, or via facsimile at (410) 974-3274 with such notice no later than 2:00 PM Local Time on October 24, 2006. The Pre-Proposal Conference Response Form is included as Attachment I to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than October 24, 2006. DBM will make a reasonable effort to provide such special accommodation.

1.4 Proposals Due (Closing) Date

An unbound original and six (6) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.7, no later than 2:00 PM (Local Time) on November 27, 2006 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word or Excel format shall be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word or Excel format shall be enclosed with the original financial proposal. Ensure that the diskettes are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, November 27, 2006 at 2:00 PM (Local Time) will not be considered.

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

1.5 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference, or shortly thereafter.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

1.6 Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) years beginning on or about March 1, 2007 through February 29, 2012.

1.7 Procurement Officer

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

Andrea R. Lockett
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 140
Annapolis, Maryland 21401
Phone Number: 410-260-7374 / Fax Number: 410-974-3274
E-mail: alockett@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice.

1.8 Contract Administrator

The Contract Administrator is:

Jacqué Boock
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 137
Annapolis, Maryland 21401
Phone Number: 410-260-7681 / Fax Number: 410-974-3274
Email: jboock@dbm.state.md.us

DBM may change the Contract Administrator at any time by written notice to the Contractor.

1.9 Minority Business Enterprises Notification

MBE vendors are encouraged to obtain certification from the Office of Minority Business Enterprise. All questions related to certification should be directed to the Office of Minority Business Enterprise.

Director
Office of Minority Business Enterprise
Maryland Department of Transportation (MDOT)
P.O. Box 8755
BWI Airport, Maryland 21240-0755
Telephone: (410) 865-1269

If the Offeror is a certified minority Contractor, it should be so indicated with the certification number in the Technical Proposal.

1.10 Minority Business Enterprises

A Minority Business Enterprise (MBE) subcontractor participation goal of 15% of the total Contract dollar amount for each Service Category has been established for this solicitation; no MBE subcontractor participation goal has been established for the Secondary Contractor of Service Category II – On-Site Interpretation Services. Only businesses certified by the State of Maryland as minority owned and controlled can be counted toward the achievements of this goal. **MBE requirements are specified in Attachment D of this RFP.**

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

is 410-865-1244. The directory is also available at http://www.mdot.state.md.us; select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.11 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted. Submitting for one (1) or more service category is not considered a multiple proposal. (See Sections 1.1.3 and 2.1.1)

1.12 Cancellations; Acceptance; Minor Irregularities and Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentation

Offerors may be required to make oral presentations to State representatives in an effort to clarify information contained in their proposals. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.14 Duration of Offer

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

1.15 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01). **Information which is claimed to be confidential is to be placed *after* the Title Page and *before* the Table of Contents in the Technical proposal and, if applicable, in the Financial proposal.**

1.16 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.17 Bid/Proposal Affidavit

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

1.18 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days of notification of proposed Contract award.

1.19 Contract Type

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

1.20 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.21 Mandatory Contractual Terms

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

1.22 Protests/Disputes

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

1.23 Revisions to the RFP

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

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

1.24 eMarylandMarketplace Fee

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.maryland.gov) and

other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMarylandMarketplace.

COMAR 21.02.03.06 requires that the successful Bidder/Offeror under this solicitation pay a fee to support the operation of eMarylandMarketplace. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com. The eMarylandMarketplace fee that will be imposed on the contract awarded under this solicitation for each Service Category corresponds to the following Levels on the COMAR 21.02.03.06 fee schedule:

Written Document – Level 4;
Telephonic – Level 5;
On-Site, Primary Contractor – Level 4; *and*
On-Site, Secondary Contractor – Level 1.

The fee amount shall be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

In order to receive a contract award, a vendor must be registered on eMarylandMarketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

1.25 Incurred Expenses

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

1.26 Economy of Preparation

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

1.27 Offeror Responsibilities

The selected Offerors shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.10 above. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D of this RFP.

1.28 Use by Non-State of Maryland Government Entities

County, municipal, and other non-State governments or government agencies within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or government agencies: (1) shall

constitute Contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State of Maryland agency.

1.29 Verification of Registration and Tax Payment

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

1.30 False Statements

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

(a) In connection with a procurement Contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

1.31 Payments by Electronic Funds Transfer

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

1.32 Liquidated Damages

It is critical to the success of the State's programs that the interpretation and translation services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on scheduled work and provision of services to the State and its citizens. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount(s) as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

Reliability of the service of the Contractors is of the essence. Downtime on any part of the contracted interpretation and translation services must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the DBM Contract Administrator or the Contractor. If the Contractor fails to provide the requested services within the time specified below, then the State may assess liquidated damages as provided below in the following amounts:

A. The awarded vendor's inability to provide Telephone Interpretation services for Core Languages within forty-five (45) minutes of the State's sending of the request will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to place the call(s) through the Secondary Contractor (Ref. Section 2.3.4.7) or another telephone interpreting company at that company's one-time use rates.

B. Inability of the Primary Contractor to provide Routine On-Site Interpretation services for Core Languages after forty-eight hours of the State's sending of the request will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor. The amount of the liquidated damages will be the difference between the Primary Contractor's proposed price for Routine On-Site interpretation and the Secondary Contractor's proposed price for Expedited On-Site.

C. The awarded vendor's inability to provide Written Document Translation services for Core Languages within one (1) day for up to 10 pages of Expedited requests and one (1) week for up to 20 pages of Routine requests of the State's sending of the initial request will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor (Ref. Section 2.3.4.7) or another written document translating company at that company's one-time use rates.

D. The Contractor will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, provided however that the Contractor notifies the State of such circumstances and the State determines the event was beyond the control and without fault or negligence of the Contractor. This liquidated damages compensation will be for delay-related costs only. The Contractor will remain liable for other non-delay costs actually incurred by the State such as, by way of example only, excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor.

1.33 Non-Disclosure Agreement

A proposal submitted by an Offeror shall be accompanied by a completed Non-Disclosure Agreement. A copy of this Affidavit is included as Attachment F of this RFP.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 2 – SCOPE OF WORK

2.1 General Statement

2.1.1 The objective of this solicitation is to procure the services of one (1) Contractor capable of providing competent telephonic language interpretation services, one (1) Contractor capable of providing competent written document language translation services and two (2) Contractors capable of providing competent on-site language interpretation services. All services shall be Continuously Available. These language interpretation services, as described below, shall be provided on-demand to Maryland State government personnel and, as described in section 1.28 of this RFP, personnel of non-State of Maryland government entities.

2.1.2 A summary of historical data for each service category requested within this RFP has been included for informational purposes as Attachments L(1)-Telephonic, L(2)-On-site and L(3)-Written Document of this RFP. The inclusion of such historical information is not a guarantee of a minimum or maximum level of future usage under this contract, either by Maryland State agencies or non-State of Maryland government entities

2.1.3 Senate Bill 265 of 2002 provides for equal access to public services for individuals with limited English proficiency. Since its inception there has been an upward trend in the use of these services by State agencies. In addition, DBM will undertake greater effort to advise both State of Maryland agencies and non-State of Maryland government entities of the existence of this contract than has heretofore occurred. Accordingly, it is expected, but not guaranteed, that future usage under this Contract will exceed this historical usage. A copy of State Bill 265 (Equal Access to Public Services – Individuals with Limited English Proficiency) has been included for informational purposes as Attachment O of this RFP.

2.2 Service Category I: Telephonic Language Interpretation

2.2.1 The Contractor shall provide telephonic language interpretation services for these Core Languages:

- Arabic
- Burmese
- Cantonese
- Creole
- Farsi
- French
- Korean
- Mandarin
- Portuguese
- Russian
- Serbian
- Somali
- Spanish
- Urdu
- Vietnamese

2.2.2 General Telephonic Language Interpretation Services Requirements:

2.2.2.1 A single, toll-free, nationwide 800 number to access all services.

2.2.2.2 Conference-calling services and capabilities.

2.2.2.3 The Contractor shall provide all language interpretation services for Core Languages and non-Core Languages and Dialects at the per minute rates as provided within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.

2.2.2.4 Prioritization of calls; i.e. hotline, bail hearings, or other emergency or time-critical calls, in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator.

2.2.2.5 Reservation of an interpreter by telephone in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator, if the Requesting Agency/Entity requests specific language interpretation more than 45 minutes in advance of the actual time it is needed.

2.2.2.6 The Offeror shall not require the Requesting Agency or Requesting Entity to purchase or obtain a specific type of equipment to access telephonic interpreter services.

2.2.3 Required Telephonic Core Language Interpretation Services:

2.2.3.1 Shall be Continuously Available.

2.2.3.2 Shall be available within forty-five (45) minutes of the Requesting Agency/Entity's request.

2.2.4 Non-Core Languages/Dialects Interpretation Requirements:

2.2.4.1 In addition to the Core Languages specified in section 2.2.1, the Contractor shall provide telephone interpretation services for a minimum of 10 Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.5 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(1) – References – Additional Languages / Dialects.

2.2.4.2 At least 10 non-Core Languages and dialects, as identified in the Contractor's Technical Proposal, shall be Continuously Available.

2.2.4.3 Additional non-Core Languages and dialects as identified in the Contractor's Technical Proposal, that are not Continuously Available may, also be provided.

2.2.4.4 Upon notice to the Contract Administrator, the Contractor may agree to provide telephonic interpreter services in excess of what is described in its Technical Proposal.

2.4.4.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.2.5 User Registration:

The Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request.

2.2.6 Interpreter Procedure Manual:

The Contractor shall submit any Telephonic related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.2.7 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

A. Telephonic Interpreter Training and Certification;

B. Agency specific training;

C. Subject area training; i.e. legal, medical, mental health, dental, etc.

2.3 Service Category II: On-site Language Interpretation

2.3.1 Unless specifically otherwise stated, "Contractor" requirements for this service category shall be required of both the Primary and Secondary Contractors.

2.3.2 The Contractor shall provide On-site language interpretation services for these Core Languages:

- Albanian
- Amharic
- Arabic
- Chinese
- French
- Hindi
- Korean
- Mandarin
- Russian
- Spanish
- Vietnamese

2.3.3 General On-Site Language Interpretation Services Requirements:

2.3.3.1 Language interpretation services for Core languages and Non-Core languages shall be provided at the per hour rates as provided within Attachment E, Financial Proposal Form – On-Site Interpretation Services.

2.3.3.2 An interpreter shall physically be present at the Maryland location specified by the Requesting Agency/Entity, including locations with security or other special requirements, and to abide by all such security or special requirements.

2.3.3.3 On a rare occasion, and with the approval of the Contractor, interpreter services may be required a short distance into an adjoining state or in Washington, D.C.

2.3.3.4 The minimum billable time will be two (2) hours.

2.3.3.5 If it is anticipated that interpreter services will be needed in excess of 8 hours for a single session, the Requesting Agency/Requesting Entity and the Contractor will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.

2.3.3.6 Prioritization of on-site interpretation requests; i.e. court appearances, bail hearings, law enforcement or other emergency or time-critical situations, in the manner detailed in its Technical Proposal or as otherwise approved by the Contract Administrator.

2.3.3.7 Reservation of an interpreter in the manner detailed in its Technical Proposal, or as otherwise approved by the Contract Administrator, for on-site service if a request is placed for a specific language interpretation in advance of the actual time it is needed.

2.3.3.8 On-site interpreters shall maintain the ability to interpret terminology related to the legal, medical, psychological/mental and dental fields to the extent contained in each Contractor's (Primary and Secondary) Technical Proposal.

2.3.3.9 No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a list of names of available interpreters and their home addresses, which will serve as their Base of Operations. The list will be used for verification of mileage charges and appropriateness of on-site interpreter assignments. Within five (5) business days of the end of each Contract year quarter (e.g. May 31st, August 31st, November 30th and February 28th or 29th), the Contractor shall submit an updated list of available interpreters to the Contract Administrator. However, whenever an interpreter is used that is not on the most recent list provided to the Contract Administrator, the Contractor shall provide the address of that interpreter to the Contract Administrator within one (1) business day of when this interpreter provided services.

2.3.4 Required On-Site Core Language Interpretation Services:

2.3.4.1 Shall be Continuously Available.

2.3.4.2 Shall be provided by the Primary Contractor with at least forty-eight (48) hours advance notice.

2.3.4.3 Expedited On-site interpreter services shall be provided by the Primary Contractor for requests received with less than forty-eight (48) hours, but greater than six (6) hours notice.

2.3.4.4 Critical On-Site interpreter services shall be provided by the Primary Contractor for requests received with less than six (6) hours notice.

2.3.4.5 The Primary Contractor shall provide written confirmation of the assigned On-site interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative for requests received with greater than 48 hours notice.

2.3.4.6 In the event the Primary Contractor has received a minimum of ninety-six (96) hours advanced notification, if the Primary Contractor has not provided confirmation of the assignment by twenty-four (24) hours before the assignment, the Requesting Agency or Requesting Entity shall contact the Secondary Contractor. The first Contractor (Primary or Secondary) to provide confirmation of an assigned interpreter will receive the assignment. The Contractor who receives the assignment shall provide written confirmation of the assigned interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity. The Requesting Agency or Requesting Entity shall then advise the other Contractor to cease their attempts to provide an interpreter. In the event the

Secondary Contractor provides confirmation of an assigned interpreter first, liquidated damages shall apply against the Primary Contractor.

2.3.4.7 Provided the Secondary Contractor has also offered to provide services in categories I (Telephonic) and/or III (Written Document), in the event the Contractor for these service categories does not provide Telephonic or Written Document services within the timeframe specified, the Requesting Agency/Entity Representative may contact the Secondary Contractor to provide such service(s). Any such services provided by the Secondary Contractor shall be at the rates provided within Attachment E – Financial Proposal Form.

2.3.4.8 The Contractor shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of this RFP, and provide a copy to all on-site interpreters to be taken to each assignment site. All on-site interpreters shall complete Section B of the On-Site Interpretation Assignment Sheet and obtain the signature of an On-Site State Representative to validate the information.

2.3.4.9 The Primary Contractor shall provide up to 200 "Point-To-Your-Language" cards on an annual basis upon request by the Contract Administrator; a sample has been included as RFP Attachment N .

2.3.4.10 If a request for Routine On-Site interpretation is cancelled with ***less than*** twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.

2.3.5 Non-Core Languages/Dialects Interpretation Requirements:

2.3.5.1 In addition to the Core Languages specified in section 2.3.2, the Contractor shall provide on-site interpretation services for a minimum of 10 Additional Languages and Dialects. The additional non-core languages and dialects for which interpreter services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.6 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(2) – References – Additional Languages / Dialects.

2.3.5.2 At least 10 non-Core Languages and dialects, as identified in the Contractor's Technical Proposal, shall be Continuously Available.

2.3.5.3 Additional non-Core Languages and dialects as identified in the Contractor's Technical Proposal that are not Continuously Available may also be provided.

2.3.5.4 Upon notice to the Contract Administrator, the Contractor may agree to provide on-site interpreter services in excess of what is described in its Technical Proposal.

2.3.5.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.3.6 User Registration:

2.3.6.1 The Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request.

2.3.6.2 Upon account set-up, the Requesting Agency or Requesting Entity shall specify whether written confirmation of the assigned On-site interpreter shall be submitted via e-mail or facsimile.

2.3.6.3 Upon account set-up, the Primary Contractor shall provide the Requesting Agency or Requesting Entity with up to 25 "Point-To-Your-Language" Cards. If additional cards are requested by the Requesting Agency or Requesting Entity, the Contractor shall be paid the amount identified in its financial proposal. "Point-To-Your-Language" Cards shall be available in quantities of 25 per additional order, within 2 weeks of the order.

2.3.7 Interpreter Procedure Manual:

The Contractor shall submit any On-site related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.3.8 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

A. On-Site Interpreter Training and Certification;

B. Agency specific training;

C. Subject area training; i.e. legal, medical, mental health, dental, etc.

2.4 Service Category III: Written Document Language Translation

2.4.1 The Contractor shall provide written document language translation services for these Core Languages:

- Amharic
- Arabic
- Chinese (Simplified & Traditional)
- French (European)
- Gujarati
- Haitian (Creole)
- Hindi
- Korean
- Portuguese (Brazilian)
- Russian
- Spanish (Latin America)
- Tagalog (Phillipino)
- Urdu
- Vietnamese

2.4.2 General Written Document Language Translation Services Requirements:

2.4.2.1 The Contractor shall be capable of receiving Source Language documents by facsimile, e-mail or other electronic means (i.e. PDF or flat files, standard word processing

languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.

2.4.2.2 When interpreting from the Source Language to the Target Language, the written text of the Target Language shall be typed on single-spaced, 8 ½ x 11" or 8 ½ x 14" white paper with a 1" margin on all sides. Text shall be transcribed in Times New Roman, 12 point font, double spaced with an average of at least 250 words per page.

2.4.2.3 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the per page and per word rates as provided within Attachment E, Financial Proposal Form – Written Document Translation Services.

2.4.2.4 The Contractor shall submit a copy of its Source Document Requirements to the Contract Administrator at the time of Contract award. Source Document Requirements refer to a document containing a list of the Contractor's requirement(s) associated with written material that the requesting agency or entity's representative summits for written document interpretation.

2.4.3 Required Written Document Core Language Translation Services:

2.4.3.1 In Expedited situations written document translation shall be Continuously Available.

2.4.3.2 Expedited Written translation requirements shall be completed within 1 day from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor for up to 10 pages of Target Language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of Target Language translation.

2.4.3.3 Routine Written document translation shall be completed as follows:

2.4.3.3.1 For Source documents which would require 20 or fewer pages of Target Language translation, the translation shall be completed within 1 week from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor.

2.4.3.3.2 The timeframe for completion of written translations requiring more than 20 pages of Target Language translation shall be 1 week, plus 1 additional day for each additional 10 pages, or portion thereof, of Target Language translation.

2.4.4 Non-Core Languages / Dialects Translation Requirements:

2.4.4.1 In addition to the Core Languages specified in section 2.4.1, the Contractor shall provide written document translation services for a minimum of 10 Additional Languages and Dialects. The additional non-core languages and dialects for which translation services are available shall be provided as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.7 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(3) – References – Additional Languages/Dialects.

2.4.4.2 At least 10 non-Core Languages and dialects, as identified in the Contractor's Technical Proposal, shall be Continuously Available.

2.4.4.3 Non-Core Languages and dialects as identified in the Contractor's Technical Proposal, that are not Continuously Available may, also be provided.

2.4.4.4 Upon notice to the Contract Administrator, the Contractor may agree to provide written document interpreter services in excess of what is described in its Technical Proposal.

2.4.4.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.4.5 User Registration:

The Contractor shall sign-up and provide a User ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request.

2.4.6 Interpreter Procedure Manual:

The Contractor shall submit any Written Document related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.4.7 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

A. Written Document Interpreter Training and Certification;

B. Agency specific training;

C. Subject area training; i.e. legal, medical, mental health, dental, etc.

2.5 Service Category Billing

2.5.1 Service Category I:

2.5.1.1 Telephone language interpretation service will be billed in sixty (60) second or one (1) minute increments during both Standard Hours and Non-Standard Hours.

2.5.1.2 No travel time or mileage will be paid for statewide telephone interpretation service.

2.5.2 Service Category II:

2.5.2.1 Routine On-site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.2 Expedited On-site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.3 Critical On-Site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.4 Any charges for mileage over thirty (30) miles, from a Base of Operations, one way, will be reimbursed in accordance with State travel regulations.

2.5.2.5 No travel time will be paid for statewide On-site interpretation service.

2.5.2.6 When more than one interpreter is available for an assignment, the Contractor shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the Requesting Agency or Requesting Entity.

2.5.2.7 At the time of assignment, the Contractor will be notified whether the assignment is for a specific activity or an identified timeframe (i.e. from 9 a.m. to 12 p.m.). If the assignment is for a specific activity, the billing as described in 2.5.2.1, 2.2 or 2.3, as appropriate shall apply. If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e. 30, 40 or 60 minutes). For a defined timeframe assignment, the Requesting Agency or Requesting Entity reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location. [For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Morever, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for On-Site interpreters will be for the duration of the identified timeframe, the initial 2 hour period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10th of an hour increments, less a lunch period.

2.5.2.8 For a request for Routine or Expedited On-Site interpretation that is cancelled with ***less than*** twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.

2.5.2.9 For any Expedited request with less than 24 hours notice or for any Critical requests that are cancelled, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.

2.5.3 Service Category III:

2.5.3.1 Written document language translation service will be billed at a minimum increment of one (1) page for the first page and every half (1/2) page thereafter (half the per page price). Overall pricing for written document translation will be based on the number of output pages produced.

2.5.3.2 No travel time or mileage will be paid for statewide written document interpretation service.

2.5.3.3 If the written document being translated is a tri-fold brochure, pamphlet, signage, etc. (not a straight text document), for each section that is ***less than 50 words***, billing will occur at the respective per word rate from Attachment E – Financial Proposal Form. For each section that is ***more than 50 words***, billing will occur at the page or ½ page rate from Attachment E – Financial Proposal Form.

2.5.3.4 All other written requests being translated will be billed as indicated in 2.5.3.1 above.

2.5.4 For Service Categories I and II:

2.5.4.1 If services are provided during both Standard Hours and Non-Standard Hours, payment will be made for the actual time worked in each time period in accordance with the provisions of Sections 2.5.1 and 2.5.2 above, at the appropriate standard hour or non-

standard hour rate increment.

2.5.5 For **ALL** Service Categories:

2.5.5.1 The Offeror may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services.

2.5.5.2 The State will not pay or reimburse any travel time or mileage incurred by Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues (See Section 2.9).

2.6 Reporting Requirements

2.6.1 General Reporting Requirements:

2.6.1.1 The Contractor shall submit all reports to the Contract Administrator and the Requesting Agency or Requesting Entity on a monthly basis, within 15 days of the last day of the month being reported.

2.6.1.2 The Contractor shall provide all reports electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) and one (1) hard copy.

2.6.2 Reports for Contract Administrator:

2.6.2.1 Telephone Interpretation Services:

The Contractor shall provide monthly usage telephone interpretation summary reports to the Contract Administrator. At a minimum, the summary details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date of call
- Time of call
- Billing month
- Interpreter name or identification number
- Originating telephone number(s)
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Total conversation minutes (break down by duration of Standard Hours and Non-Standard Hours)
- Total cost for conversation minutes per call (break down by duration of Standard Hours and Non-Standard Hours)
- Total time required to connect Requesting Entity with an appropriate interpreter. (This time, measured to the nearest second, begins when the call is received at the Contractor's switchboard and ends when the appropriate interpreter is on the line and prepared to begin interpreting.)

- Conference call phone number(s) out-dialed by user (i.e. interpreter, judge, requesting agency/entity, etc.)
- Total calls handled
- Total cost per call
- Number of blocked calls
- Requests for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.2.2 On-Site Interpretation Services:

2.6.2.2.1 The Contractor shall provide monthly on-site interpretation usage summary reports to the Contract Administrator. At a minimum, the summary report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Location of service provided
- Total interpreting time by language (break down by duration of Standard Hours and Non-Standard Hours)
- Hourly Fee (Routine; Expedited; Critical)
- Travel charges
- Total Fees
- Number of completed requests for interpretation by language
- Requests for language interpretation that could not be fulfilled, by language.
- Reason that a request for interpretation could not be fulfilled.

2.6.2.2.2 The Contractor shall provide copies of On-Site Interpreter Assignment Sheets representing all on-site interpretations completed within the reporting timeframe to the Contract Administrator, included as Attachment M.

2.6.2.3 Written Document Translation Services:

The Contractor shall provide monthly written document interpretation usage summary reports to the Contract Administrator. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number

- Rate per page, or per word, as appropriate
- Language / Dialect requested
- Total pages of written document interpretation (break down by Expedited and Routine requests)
- Total assignment fee
- Request for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.3 Reports for Requesting Agency or Requesting Entity:

2.6.3.1 Telephone Interpretation Services:

The Contractor shall provide a monthly report detailing each Requesting Agency(s) or Requesting Entity(s) telephone interpretation usage. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date of call
- Time of call
- Billing month
- Interpreter name or identification number
- Originating telephone number(s)
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Total conversation minutes (break down by duration of Standard Hours and Non-Standard Hours)
- Total cost for conversation minutes per call (break down by duration of Standard Hours and Non-Standard Hours)
- Total time required to connect Requesting Entity with an appropriate interpreter. (This time, measured to the nearest second, begins when the call is received at the Contractor's switchboard and ends when the appropriate interpreter is on the line and prepared to begin interpreting.)
- Conference call phone number(s) out-dialed by user (i.e. interpreter, judge, requesting agency/entity, etc.)
- Total calls handled
- Total cost per call
- Number of blocked calls
- Requests for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.3.2 On-Site Interpretation Services:

2.6.3.2.1 The Contractor shall provide a monthly report detailing each requesting agency(s) or Requesting Entity(s) on-site interpretation usage. At a minimum, the summary report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Location of service provided
- Total interpreting time by language (break down by duration of Standard Hours and Non-Standard Hours)
- Hourly Fee (Routine; Expedited; Critical)
- Travel charges
- Total Fees
- Number of completed requests for interpretation by language
- Requests for language interpretation that could not be fulfilled, by language.
- Reason that a request for interpretation could not be fulfilled.

2.6.3.2.2 The Contractor shall provide copies of On-Site Interpreter Assignment Sheets representing all on-site interpretations completed within the reporting timeframe to the Requesting Agency -or- Requesting Entity, included as Attachment M.

2.6.3.3 Written Document Interpretation Services:

The Contractor shall provide a monthly report detailing each Requesting Agency(s) or Requesting Entity(s) written document interpretation usage. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Rate per page, or per word, as appropriate
- Language / Dialect requested
- Total pages of written document interpretation (break down by Expedited and Routine requests)
- Total assignment fee
- Request for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.4 Reports for Customer Complaints:

The Contractor shall provide monthly summary complaint reports to the Contract Administrator. At a minimum, the summary reports shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Number of Complaints (per interpreter)
- First and Last Name of Person Being Interpreted (if telephonic or on-site request)
- Case Number (if court hearing)
- Language / Dialect interpreted
- Type of Interpretation (telephone, on-site, or written document)
- Detailed description of complaint
- Person registering complaint
- Contact information for person registering complaint
- Name of Contractor's representative resolving complaint
- Complaint Resolution
- Complaints Unresolved & Reason(s)

2.7 Complaint Resolution and Maximum Customer Satisfaction

2.7.1 General Requirements:

2.7.1.1 The Contractor shall adhere to the complaint resolution procedures as described in its proposal.

2.7.1.2 The Contractor shall maintain the ability to accept customer complaints via telephone, facsimile, email and US Mail.

2.7.2 Telephone Interpretation **ONLY:**

The Contractor shall ensure that any user of Telephone Interpretation services will be able to reach the Contractor Representative to file a complaint while still on-line during an interpreted call or at another time that is more convenient for the person placing the call.

2.7.3 On-Site Interpretation **ONLY:**

The Contractor shall ensure that any user of On-Site Interpretation services will be able to contact the Contractor Representative to file a compliant while the interpretation is taking place or at another time more convenient for the person obtaining the service.

2.7.4 Interpreter Complaint:

Upon request of the Contract Administrator, the Contractor shall ensure that an interpreter who has been the subject of more than one (1) Validated Complaint of misinterpretation shall not provide any further services to any Requesting Agency or Requesting Entity under this Contract.

2.8 Contractor Representative

The Offeror shall assign a Contractor Representative who will be responsible for the Contractor's daily management and administrative functions of the Contract.

2.9 Meetings

2.9.1 Quarterly Meetings:

2.9.1.1 Quarterly meetings shall be scheduled by the Contract Administrator at a location in Maryland, within the general Baltimore-Annapolis region. The precise date of the meeting will be scheduled at least two (2) weeks in advance. Meetings will occur approximately every three (3) months and shall be anticipated to be a minimum of three (3) hours in duration.

2.9.1.2 Quarterly meeting attendees shall include but not be limited to the Contract Administrator, Contractor Representative and applicable Requesting Agency(s)/Entity(s) personnel.

2.9.1.3 The Contractor Representative or with specific prior approval of the Contract Administrator, an appropriate designee, shall attend all quarterly meeting and be accompanied by additional Contractor representatives, as appropriate.

2.9.2 Unsatisfactory Performance Meetings:

The State reserves the right to schedule additional meetings for discussions relating to unsatisfactory performance issues.

2.10 Agency Specific Training

To the extent feasible, for major recurring applications, the Contractor shall provide agency-specific vocabulary and information in the training material provided to all interpreters and written document translators to assist in accurate interpretation. The requesting (Contracting) entity will provide agency - specific vocabulary to the Contractor. This information will be updated by the Contracting entity as needed for inclusion in the Contractor's interpreter information.

2.11 Insurance Requirements

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the procurement officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the state receives a notice of non-renewal, the contractor must provide the state with an insurance policy from another carrier at least 30 days prior to the expiration of the

insurance policy then in effect. All insurance policies shall be with a company licensed to do business in Maryland.

2.12 Contract Start-up / User Registration List / Contract Transition

2.12.1 Contract Start-up

The Contractor shall provide user registration upon award of the Contract period. Upon Contract award, the Department will provide registration information as contained in the Contractor's technical proposal, to include contact name, telephone number and mailing address (regular and email address) to existing and prospective users. This information will be provided through outreach efforts referenced in Section 2.1.3 to State of Maryland agencies and non-State of Maryland government entities for purposes of new user account enrollment. All users who provide registration information at least 3 business days prior to the commencement date of March 1, 2007 shall be registered as of the commencement date. Users registering less than 2 business days prior to the start of the Contract shall be registered within 2 business days from its date of registration. The user registration next-day requirement referenced in Sections 2.2.5, 2.3.6 and 2.4.5 applies to new users who register **after** the Contract commencement date of March 1, 2007.

2.12.2 User Registration List

The contractor shall maintain a list of all registered users under this contract. This list shall be maintained in a commonly available electronic format, such as MS Access or MS Excel. This list shall include the: name of the user, affiliation (i.e. State of Maryland agency, local government, etc.), contact name(s), mailing address, telephone number(s), and email address(s). This list shall be updated as needed and be provided monthly, electronically to the Contract Administrator.

2.12.3 Contract Transition

If the award of a successor Contract is made to other than the Contractor, upon award the Contractor will fully cooperate with the successor Contractor to effect a smooth, seamless transition. Upon award the Contractor shall provide a list of all current users described in 2.12.2 to the successor Contractor. The Contractor shall provide any updated user information to the successor Contractor until the expiration of its Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

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

3.2 Proposals

Volume I – Technical Proposal shall be sealed separately from Volume II – Financial Proposal but submitted simultaneously to the Procurement Officer at the address listed on the Key Information Summary. An unbound original, so identified, and six copies of each volume are to be submitted. An electronic version of both the Volume I – Technical Proposal in MS Word or Excel format and the Volume II – Financial Proposal in MS Word or Excel format shall also be submitted with the unbound originals, technical or financial volumes, as appropriate. Electronic media may be submitted on 3-1/2" diskette or CD and shall bear a label on the outside containing the RFP title and number, the name of the Offeror, and the volume number (I or II).

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I – Technical Proposal and Volume II – Financial Proposal for each service category. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

3.4 Volume I – Technical Proposal

3.4.1 Introduction

If an Offeror is submitting a proposal for ***only one (1)*** Service Category, the Offeror shall submit one proposal which is complete in all respects (identified as the "Complete Proposal") and adhere to all applicable submission requirements as identified in this Section 3.4 – Volume I – Technical Proposal.

If an Offeror is submitting a proposal for ***more than one*** Service Category, the Offeror shall submit a complete package for one Service Category identified as the "Complete Proposal. For each additional Service Category after the first, the proposal shall include only the information that is different from the contents of the "Complete Proposal", which includes, but is not limited to a Title and Table of Contents (Ref. Section 3.4.4.1) and Technical Proposal (Ref. Section 3.4.5).

3.4.2 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal(s), if submitting for more than one Service Category. The purpose of this letter is to transmit the proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.27. Only one transmittal letter is needed and does not need to be bound with the technical proposal.

3.4.3 Additional Required Technical Submissions

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- MBE Participation Schedule (Attachment D-2)
- Non-Disclosure Agreement (Attachment F)

3.4.4 Format of Technical Proposal

Inside a sealed package described in Section 3.2 above, an unbound original, to be so labeled, six (6) copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same order as provided in this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

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

3.4.4.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal. ***Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.***

3.4.4.2 Executive Summary

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

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

3.4.4.3 Offeror Experience and Capabilities

3.4.4.3.1 Offerors shall include information on past experience with similar projects. General requirements of the Offeror are outlined in Section 2. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

A. The number of years the Offeror has provided these services; *and*

The number of clients and geographic locations that the Offeror currently serves.

B. An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary and back-up roles. Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.

3.4.4.3.2 Provide the name and resume of the Offeror's Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor's perspective.

3.4.4.3.3 As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Offeror is to provide:

- The State Contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and capabilities evaluation criteria of the RFP. (See Section 4.2)

3.4.4.3.4 References from its customers (at least three are preferred) who are capable of documenting the Offeror's ability to provide the services required under this RFP. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:

- Name of client organization
- Name, title, and telephone number of point of contact for client organization
- Value, type, and duration of Contract(s) supporting client organization
- The services provided, scope of the Contract, and objectives satisfied

Service Category I (Telephonic Interpretation Services):

3.4.4.3.4.1 References within the past three (3) years for all Core Languages and dialects as provided in Attachment J(1) - Telephonic References – Core Languages and Non-Core Languages as provided in Attachment K(1), References – Additional Languages/Dialects - Telephonic.

A. An Offeror which has the capability to provide any Core or Non-Core Language, but has not been requested to provide that language within the past three (3) years, shall identify the individual(s) to be used in providing that Core or Non-Core Language, give a written description of the individuals' qualifications and provide written certification from the individual(s) that they agree to provide that language to the State of Maryland under this Contract.

B. An Offeror without actual experience providing a Core or Non-Core Language(s) may not be rated as favorably as an Offeror which has previously, satisfactorily provided Core or Non-Core Language(s) interpretation services.

Service Category II (On-Site Interpretation Services):

3.4.4.3.4.2 References within the past three (3) years for all Core Languages and dialects as provided in Attachment J(2) – On-Site References – Core Languages and Non-Core Languages as provided in Attachment K(2), References – Additional Languages/Dialects - On-Site.

A. An Offeror which has the capability to provide any Core or Non-Core Language, but has not been requested to provide that language within the past three (3) years,

shall identify the individual(s) to be used in providing that Core or Non-Core Language, give a written description of the individuals' qualifications and provide written certification from the individual(s) that they agree to provide that language to the State of Maryland under this Contract.

B. An Offeror without actual experience providing a Core or Non-Core Language(s) may not be rated as favorably as an Offeror which has previously, satisfactorily provided Core or Non-Core Language(s) interpretation services.

Service Category III (Written Document Translation Services):

3.4.4.3.4.3 References within the past three (3) years for all Core Languages and dialects as provided in Attachment J(3) - Written Document References – Core Languages and Non-Core Languages as provided in Attachment K(3), References – Additional Languages/Dialects - Written Document.

A. An Offeror which has the capability to provide any Core or Non-Core Language, but has not been requested to provide that language within the past three (3) years, shall identify the individual(s) to be used in providing that Core or Non-Core Language, give a written description of the individuals' qualifications and provide written certification from the individual(s) that they agree to provide that language to the State of Maryland under this Contract.

B. An Offeror without actual experience providing a Core or Non-Core Language(s) may not be rated as favorably as an Offeror which has previously, satisfactorily provided Core or Non-Core Language(s) interpretation services.

3.4.5 Offeror Technical Response to RFP Requirements

The Offeror shall address each major section in the Technical Proposal for the Service Category which services are being proposed and describe how its proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

3.4.5.1 For Service Category I (Telephonic Interpretation Services), as appropriate, each Offeror shall provide a detailed description of its capability of or procedures for, a statement of compliance, or other identified information as follows:

3.4.5.1.1 A list of any non-core language(s) for which telephonic interpretation is:

- Continuously Available, as provided in Attachment K(1), References – Additional Languages/Dialects - Telephonic.
  (At least 10 non-core languages shall be available on this basis.)
- Not Continuously Available. (For languages for which interpreter services are not continuously available, the Offeror shall also specify the limit on the availability; i.e. hours or days of availability, additional advance notice, maximum timeframe to access a telephone interpreter, etc.)

3.4.5.1.2 The total number of interpreters (including employees, subcontractors and MBE subcontractors) available for each core and non-core language as of the proposal submission date.

3.4.5.1.3 A. Ensuring the availability of a telephone interpreter within 45 minutes of request.

B. Providing Continuously Available telephonic interpretation.

C. Processing multiple, simultaneous calls involving the same language, as well as the total number of calls that can be processed simultaneously.

D. Ensuring that the Requesting Entity's representative is able to obtain telephone interpretation if the Offeror's main telephone system should fail. (Description of back-up system)

E. Whether if it is recommended for award as the Secondary Contractor, that it will provide Continuously Available Telephonic services within the timeframe specified and it will act as a Secondary Contractor for Telephonic services also.

3.4.5.1.4 General Requirements:

A. Prioritizing calls; i.e. hotline, bail hearings, or other emergency or time-Critical calls.

B. Reserving an interpreter by telephone if a request is placed for a specific language interpretation in advance of the actual time needed.

C. Bringing additional parties into a conference call.

D. Providing a single, toll-free, nationwide 800 number to access all services.

E. That it will not charge any fee for the non-usage of services for any Requesting Agency or Requesting Entity.

3.4.5.1.5 Interpreter Training / Certification:

A. The procedures contained within the Contractor's interpreter procedures manual. This shall describe in overall detail all procedural steps required to be followed by the telephone interpreter.

B. Ensuring adequate training for telephonic interpreters, with specific reference to emergency situations involving threats to life and property. (Provide the nature and frequency of training).

C. Qualifying the proficiency of an interpreter; i.e. requirements of applicable certifications, proof(s) of training, fingerprinting, etc.

3.4.5.1.6 Billing Capability:

Its capability to determine the appropriate breakdown of tenths of minutes when calculating the amount of time for which a call will be charged.

3.4.5.1.7 Complaint Resolution:

Its capability to reach a Supervisor to register a complaint while a call is in process.

3.4.5.1.8 User Registration:

Signing-up and providing a User ID to new users no later than 4:00 p.m. of the next business day after receipt of a new user request.

3.4.5.1.9 Contract Start-up / User Registration List / Contract Transition

Accepting new enrollments and providing a User ID to new users prior to the Contract commencement date, March 1, 2007 as referenced in Section 2.12.1.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.12.2.

Providing the list to the successor Contractor, if the award of a successor Contract is made to other than the Contractor as referenced in Section 2.12.3.

3.4.5.2 For Service Category II (On-Site Interpretation Services), as appropriate, each Offeror shall provide a detailed description of its capability of or procedures for, a statement of compliance, or other identified information as follows:

3.4.5.2.1 A list of any non-core language(s) for which on-site interpretation is:

- Continuously Available, as provided in Attachment K(2), References – Additional Languages/Dialects – On-Site.
  (At least 10 non-Core Languages shall be available on this basis.)
- Not Continuously Available. (For languages for which interpreter services are not continuously available, the Offeror shall also specify the limit on the availability; i.e. hours or days of availability, additional advance notice, geographic limitation(s) etc.)

3.4.5.2.2 A. The total number of interpreters (including employees, subcontractors and MBE subcontractors) available for each core and non-core language as of the proposal submission date.

B. A list identifying the county and city or other geographic location where interpreters live, which will be used to determine the degree of dispersion throughout the State. (Provide this same information for any out-of-state interpreter(s) which will be available to provide services in Maryland.

3.4.5.2.3 A. Providing a substitute translator if the scheduled translator does not appear for the required on-site interpretation.

B. Providing written confirmation of the assigned On-site interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity for requests received with greater than 48 hours notice.

C. Providing Continuously Available Routine On-site interpretation.

D. Providing Expedited On-site interpretation.

E. Providing Critical On-Site interpretation.

F. Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of this RFP, shall be completed and a copy provided to all on-site interpreters to be taken to each assignment site.

G. Offeror shall not charge any fee for the non-usage of services for any Requesting Agency or Requesting Entity.

3.4.5.2.4 General Requirements:

A. Prioritizing on-site interpretation requests; i.e. court appearances, bail hearings, law enforcement or other emergency or time-critical situations.

B. Reserving an interpreter for on-site service provided a minimum of forty-eight (48) hours advance notice is received.

C. Reserving an interpreter for on-site service, if a request is placed for a specific language interpretation in advance of the actual time needed.

D. Determining if more than one interpreter shall be required or if the same interpreter will work for the full required duration upon anticipation that interpreter services will be needed in excess of 8 hours for a single session.

E. Any capacity of On-site interpreter's ability to interpret terminology related to the legal, medical, psychological/mental and dental fields.

F. Services to be provided under this Contract may be in locations, such as, legal facilities (i.e. court rooms, police precincts) and secured environments (i.e. juvenile detention center).

G. An interpreter shall physically be present at the Maryland location specified by the Requesting Agency or Requesting Entity, unless requested to provide interpreter services a short distance into an adjoining state or in Washington, D.C.

H. The minimum billable time shall be two (2) hours.

I. The Offeror shall provide a list of names of available interpreters and their home addresses (which will serve as their Base of Operations) within ten (10) days prior to commencement of the Contract and to submit an updated available interpreter list on a quarterly basis to the Contract Administrator.

3.4.5.2.5 Interpreter Training / Certification:

A. The procedures contained within the Contractors interpreter procedures manual. This shall describe in overall detail all procedural steps required to be followed by the on-site interpreter.

B. Ensuring adequate training for on-site interpreters, with specific reference to emergency situations involving threats to life and property. (Provide the nature and frequency of training).

C. Qualifying the proficiency of an interpreter; i.e. requirements of applicable certifications, proof(s) of training, fingerprinting, etc.

3.4.5.2.6 User Registration

A. Signing-up and providing a User ID to new users no later than 4:00 p.m. of the next business day after receipt of a new user request.

B. Up to 200 "Point-To-Your-Language" Cards shall be provided to the Contract Administrator upon commencement of the Contract and on an annual basis upon request by the Contract Administrator.

C. Up to 25 "Point-To-Your-Language" Cards shall be provided to the Requesting Agency or Requesting Entity and that it will provide

additional cards, in quantities of 25, upon request. The per card price if additional cards are requested by the Requesting Agency or Requesting Entity, shall be provided on Attachment E.

3.4.5.2.7 Contract Start-up / User Registration List / Contract Transition

Accepting new enrollments and providing a User ID to new users prior to the Contract commencement date, March 1, 2007 as referenced in Section 2.12.1.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.12.2.

Providing the list to the successor Contractor, if the award of a successor Contract is made to other than the Contractor as referenced in Section 2.12.3.

3.4.5.3 For Service Category III (Written Document Translation Services), as appropriate, each Offeror shall provide a detailed description of its capability of or procedures for, a statement of compliance, or other identified information as follows:

3.4.5.3.1 A list of any non-core language(s) for which written doucument interpretation is:

- Continuously Available, as provided in Attachment K(3), References – Additional Languages/Dialects – Written Document.
  (At least 10 non-core languages shall be available on this basis.)
- Not Continuously Available. (For languages for which interpreter services are not continuously available, the Offeror shall also specify the limit on the availability; i.e. hours or days of availability, additional advance notice, maximum timeframe to produce written documents, etc.)

3.4.5.3.2 The total number of interpreters (including employees, subcontractors and MBE subcontractors) available for each core and non-core language as of the proposal submission date.

3.4.5.3.3 A. Providing Continuously Available written document language translation.

B. That it will not charge any fee for the non-usage of services for any Requesting Agency or Requesting Entity.

C. Whether if it is recommended for award as the Secondary Contractor, that it will provide Continuously Available Telephonic services within the timeframe specified and it will act as a Secondary Contractor for Written Document services also.

3.4.5.3.4 General Requirements:

A. Its capabilities to receive Source Documents, with particular emphasis on its capabilities to receive and process electronic submissions, including e-mail; facsimile; or PDF, flat files, or standard word processing languages.

B. Complete Expedited Written Document translation within one (1) day of receipt by the Contractor for up to ten (10) pages of Target Language translation. One additional day shall be permitted for each additional ten (10) pages of Target Language translation.

C. Complete Routine Written Document translation requiring less than twenty (20) pages of Target Language translation within one (1) week of receipt of the Source Document(s) by the Contractor.

D. Complete Routine Written Document translation requiring greater than twenty (20) pages of Target Language translation within one (1) week, plus one (1) additional day for each additional ten (10) pages, or portion thereof, beyond the first 20 pages, upon receipt of the Source Document(s) by the Contractor.

E. Submit a copy of its Source Document Requirements to the Contract Administrator at the time of Contract award.

3.4.5.3.5 Interpreter Training / Certification:

A. The procedures contained within the Contractors interpreter procedures manual. This shall describe in overall detail all procedural steps required to be followed by the written document translator.

B. Qualifying the proficiency of an interpreter; i.e. requirements of applicable certifications, proof(s) of training, fingerprinting, etc.

3.4.5.3.6 User Registration:

Signing-up and providing a User ID to new users no later than 4:00 p.m. of the next business day after receipt of a new user request.

3.4.5.3.7 Contract Start-up / User Registration List / Contract Transition

Accepting new enrollments and providing a User ID to new users prior to the Contract commencement date, March 1, 2007 as referenced in Section 2.12.1.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.12.2.

Providing the list to the successor Contractor, if the award of a successor Contract is made to other than the Contractor as referenced in Section 2.12.3.

3.4.6 **Problem Reporting and Coordination Procedures:**

3.4.6.1 The Offeror shall describe in detail:

3.4.6.1.1 Its written procedures for reporting problems or suspected problems for the required services in this RFP.

3.4.6.1.2 Its ability to post a customer feedback form, contact information for the State Contract Administrator, and its authorized Contract administration representative on the World Wide Web.

3.4.6.1.3 How all complaints received in any format (oral, written, fax, e-mail) will be documented and kept on file for review at the discretion of the Contract Administrator.

3.4.7 Reporting / Training:

3.4.7.1 The Offeror shall describe in detail:

3.4.7.1.1 And provide samples of its system reporting features and capabilities.

3.4.7.1.2 How reports will be secure and accessible via the World Wide Web.

3.4.7.2 Training

3.4.7.2.1 Describe the extent to which it will provide agency-specific vocabulary and information in the training material provided to all interpreters and written document translators to assist in accurate interpretation.

3.4.8 Billing Resolutions:

3.4.8.1 The Offeror shall describe in detail:

3.4.8.1.1 Its written procedures for resolving billing errors.

3.4.8.1.2 Provide samples of its billing system features and capabilities.

3.4.9 Assignment of Contractor Representative:

3.4.9.1 The Offeror shall:

3.4.9.1.1 Submit a current resume of the individual intended to fulfill the requirements of serving as a Contractor Representative under this Contract.

3.4.9.1.2 Submit a written description of the individual(s) job description, where their position falls within the organization's hierarchy (i.e. position authority level), their current duties and responsibilities and an outline of their overall managing experience and abilities.

3.4.10 Financial Capability and Statements

3.4.10.1 Evidence that the Offeror has financial capacity to provide the services such as:

3.4.10.1.1 Copies of the last two (2) year end audited financial statements or best available equivalent report and an analysis of those financial statements/reports.

3.4.10.1.2 Abbreviated profit and loss statements and abbreviated balance sheets for the last two years.

3.4.10.1.3 A least one (1) bank or other financial institution credit (Line(s) of credit) and financial reference.

3.4.10.1.4 Dunn and Bradstreet rating.

3.4.10.1.5 Successful financial track record and adequate working capital.

3.4.11 Certificate of Insurance

The Offeror shall provide a copy of its current certificate of insurance for a determination of adequacy.

3.4.12 Economic Benefit Factors

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

A. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

B. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subContract levels.

C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.

D. The estimated percentage of subContract dollars committed to Maryland small businesses and MBEs.

3.4.13 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. (Subontractors will be evaluated under the appropriate criteria for the service category(s) they will be providing.)

3.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.2, the Contractor shall submit an original unbound copy, six copies, and an electronic version in MS Word or Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment E for the appropriate Service Category. Complete the price sheets only as provided in the Financial Proposal Instructions.

Note: Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

<u>For Service Category I (Telephonic Interpretation Services)</u>

A. The per minute price for providing Telephonic Interpretation Services for all Core Languages, Non-Core Languages and all Additional Languages and Dialects that are (and are not) Continuously Available, shall be as provided in Attachment E, Financial Proposal Form – Telephonic Interpretation Services.

B. The per minute price for the required additional 10 non-Core Languages cannot exceed the average price of the core language interpretation by more than 5%.

<u>For Service Category II (On-Site Interpretation Services)</u>

A. The per hour price for providing Routine On-Site Interpretation Services for all Core Languages, Non-Core Languages and all Additional Languages and Dialects that are (and are not) Continuously Available, shall be as provided in Attachment E, Financial Proposal Form – On-Site Interpretation Services.

B. The per hour price for providing Expedited and Critical On-Site interpreter services for all Core Languages and Non-Core Languages that are Continuously Available, shall be as provided in Attachment E, Financial Proposal Form – On-Site Interpretation Services.

C. The hourly price for the required additional 10 Non-Core Languages (the minimum of 10 described in Section 3.4.5.2) cannot exceed the average price for Routine On-Site interpretation by more than 5% and Expedited and Critical On-Site interpretation by more than 10%.

For Service Category III (Written Document Translation Services)

A. The per page and per word price for providing Written Document Translation Services for all Core Languages, Non-Core Languages and all Additional Languages and Dialects that are (and are not) Continuously Available, shall be as provided in Attachment E, Financial Proposal Form – Written Document Translation Services.

B. The per page price for the required additional 10 non-Core Languages cannot exceed the average price of the core language interpretation by more than 5%.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal for each services category are listed below in descending order of importance:

4.2.1 Offeror's Technical Response to RFP Requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements and include an explanation of the methodology of how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3.4.5)

4.2.2 Criteria (To be applied by Service Category):

Offerors will be evaluated on their perceived ability to provide the services and satisfy the criteria in the referenced RFP sections herein.

4.2.2.1 <u>Service Category I</u>

(1) Core Language Requirements (2.2.1); (2.2.3); (3.4.5.1.2); including the number of interpreters.

(2) Non-Core Language Requirements (2.2.4); (3.4.5.1.1); (3.4.5.1.2); including the number of interpreters.

(3) General Requirements (2.2.2); (3.4.5.1.4(A)); (3.4.5.1.4(B)); (3.4.5.1.3(B)); (3.4.5.1.4(D))

(4) Experience and References (3.4.4.3.1(B)); (3.4.4.3.3); (3.4.4.3.4); (3.4.4.3.4.1)

(5) General Administrative Capabilities

- (a) Report Generation (2.6.1); (2.6.2.1); (2.6.3.1); (2.6.4); (3.4.7)
- (b) Interpreter Training/Certification (Ref. Sections (2.2.6); (2.10); (3.4.5.1.5(A)); (3.4.5.1.5(B)); (3.4.5.1.5(C)); (3.4.7.2.1)
- (c) User Registration (2.2.5); (3.4.5.1.8)
- (d) Billing Capability (2.5.1); (2.5.4); (3.4.5.1.4(E)); (3.4.8)
- (e) Complaint Resolution (2.7.1); (2.7.2); (2.7.4); (3.4.6)
- (f) Contractor Representative (2.8); (3.4.4.3.2); (3.4.9)
- (g) Contract Start-up/User Registration List/Contract Transition (2.12); (3.4.5.1.9)

(6) Economic Benefit (3.4.12)

(7) Financial Capability and Insurance (3.4.10); (3.4.11)

4.2.2.2 Service Category II

(1) Core Language Requirements (2.3.2); (2.3.4); (3.4.5.2.2(A)); (3.4.5.2.2(B)); (3.4.5.2.3(C)); (3.4.5.2.3(D)) (3.4.5.2.3(E)); (3.4.5.2.4(G)); includes the number and dispersion of interpreters.

(2) Non-Core Language Requirements (2.3.5); (3.4.5.2.1); (3.4.5.2.2(A)); (3.4.5.2.2(B)); (3.4.5.2.3(C)); (3.4.5.2.3(D)) (3.4.5.2.3(E)); (3.4.5.2.4(G)); includes the number and dispersion of interpreters.

(3) General Requirements (2.3.3); (3.4.5.2.4(A)); (3.4.5.2.4(B)); (3.4.5.2.4(C)); (3.4.5.2.3(A)); (3.4.5.2.4(D)); (3.4.5.2.3(C)); (3.4.5.2.3(F)); (3.4.5.2.4(F))

(4) Experience and References (3.4.4.3.1(B)); (3.4.4.3.3); (3.4.4.3.4); (3.4.4.3.4.2)

(5) General Administrative Capabilities

(a) Report Generation (2.6.1); (2.6.2.2); (2.6.3.2); (2.6.4); (3.4.7)

(b) Interpreter Training/Certification (2.3.7); (2.10); (3.4.5.2.5(A)); (3.4.5.2.5(B)); (3.4.5.2.5(C)); (3.4.5.2.4(E)); (3.4.7.1.4)

(c) User Registration (2.3.6); (3.4.5.2.6); (3.4.5.2.6(A)); (3.4.5.2.6(B))

(d) Billing Capability (2.5.2); (2.5.4); (3.4.5.2.3(G)); (3.4.5.2.4(H)); (3.4.5.2.4(I)); (3.4.8)

(e) Complaint Resolution (2.7.1); (2.7.3); (2.7.4); (3.4.6)

(f) Contractor Representative (2.8); (3.4.4.3.2); (3.4.9)

(g) Contract Start-up/User Registration List/Contract Transition (2.12); (3.4.5.2.7)

(6) Economic Benefit (3.4.12)

(7) Financial Capability and Insurance (3.4.10); (3.4.11)

4.2.2.3 Service Category III

(1) Core Language Requirements (2.4.1); (2.4.3); (3.4.5.3.2); (3.4.5.3.3(A)); (3.4.5.3.4(B)) (3.4.5.3.4(C)); (3.4.5.3.4(D)); includes the number of interpreters.

(2) Non-Core Language Requirements (2.4.4); (3.4.5.3.1); (3.4.5.3.2); (3.4.5.3.3(A)); (3.4.5.3.4(B)) (3.4.5.3.4(C)); (3.4.5.3.4(D)); includes the number of interpreters.

(3) General Requirements (2.4.2); (3.4.5.3.4(A)); (3.4.5.3.4(E))

(4) Experience and References (3.4.4.3.1(B)); (3.4.4.3.3); (3.4.4.3.4); (3.4.4.3.4.3)

(5) General Administrative Capabilities

(a) Report Generation (2.6.1); (2.6.2.3); (2.6.3.3); (2.6.4); (3.4.7)

(b) Interpreter Training/Certification (Ref. Sections (2.4.6); (2.10); (3.4.5.3.5(A)); (3.4.5.3.5(B)); (3.4.7.1.4)

(c) User Registration (Ref. Sections (2.4.5); (3.4.5.3.6(B))

(d) Billing Capability (2.5.3); (3.4.5.3.3(B)); (3.4.8)

(e) Complaint Resolution (2.7.1); (2.7.4); (3.4.6)

(f) Contractor Representative (2.8); (3.4.4.3.2); (3.4.9)

(g) Contract Start-up/User Registration List/Contract Transition (2.12); (3.4.5.3.7)

(6) Economic Benefit (3.4.12)

(7) Financial Capability and Insurance (3.4.10); (3.4.11)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment E for the appropriate Service Category.

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

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

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

4.5.2 Selection Process Sequence

4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

4.5.2.2 Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contracts to the responsible Offeror in each service category whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP; two (2) most advantageous Offerors in Service Category II. In making the most advantageous Offeror determination, price factors will be given greater weight than technical factors.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENTS

ATTACHMENT A – The State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award.

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

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

ATTACHMENT D – MBE Forms and Instructions. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) and MBE Participation Schedule (Attachment D-2) shall be completed and submitted with the Offeror's technical proposal. The Outreach Efforts Compliance Statement (Attachment D-3) and Subcontractor Project Participation Statement (Attachment D-4) shall be submitted as described in the attachment.

ATTACHMENT E – Financial Proposal Instructions and Form. The Financial Proposal Form shall be completed and submitted as the Financial Proposal.

ATTACHMENT F –Non-Disclosure Agreement. This Affidavit is not required at proposals submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award.

ATTACHMENT G – Electronic Funds Transfer (EFT) Registration Request Form

ATTACHMENT H – Procurement Officer's Checklist

ATTACHMENT I – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.3 by those potential Offerors who plan on attending the conference.

ATTACHMENT J(1) – Telephonic References – Core Languages. This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category I**.

ATTACHMENT J(2) – On-Site References – Core Languages. This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category II**.

ATTACHMENT J(3) – Written Document References – Core Languages. This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category III**.

ATTACHMENT K(1) – References – Additional Languages / Dialects This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category I**.

ATTACHMENT K(2) – References – Additional Languages / Dialects This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category II**.

ATTACHMENT K(3) – References – Additional Languages / Dialects This form shall be completed and submitted with the Offeror's technical proposal **only if proposing for Service Category III**.

ATTACHMENT L(1) – Historical Summary – Telephonic. *For informational purposes only.*

ATTACHMENT L(2) – Historical Summary – On-Site. *For informational purposes only.*

ATTACHMENT L(3) – Historical Summary – Written Document. *For informational purposes only.*

ATTACHMENT M – On-Site Interpreter Assignment Sheet

ATTACHMENT N – "Point-To-Your-Language" Cards

ATTACHMENT O – State Government – SB 265

ATTACHMENT A – CONTRACT

STATEWIDE LANGUAGE INTERPRETATION SERVICES

THIS CONTRACT (the "Contract") is made as of this _____ day of _____, 2007 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT, DIVISION OF PROCUREMENT POLICY AND ADMINISTRATION.

In consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

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

1.1 "Contract Administrator" means the administrator designated by the Department. The Contract Administrator is Jacqué Boock of the Department. The Department may change the Contract Administrator at any time by written notice.

1.2 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 "Department" means the Maryland Department of Budget and Management.

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated _____.

1.5 "Procurement Officer" means the officer designated by the Department. The Procurement Officer is Andrea R. Lockett of the Department. The Department may change the Procurement Officer at any time by written notice.

1.6 "RFP" means the Request For Proposals for Statewide Language Interpretation Services, Project No. 050B7800015, and any amendments thereto issued in writing by the State.

1.7 "State" means the State of Maryland.

1.8 "Technical Proposal" means the Contractor's Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide the language interpretation services as specified in the RFP Section 2. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP
Exhibit B – The Technical Proposal
Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____

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

3. Time for Performance

The Contract resulting from this RFP shall be for a period of five years beginning on March 1, 2007 and ending on February 29, 2012, unless terminated earlier as provided in this Contract. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed $_____. Contractor shall notify the Contract Administrator, in writing, at least 60 days before payments reach the specified amount. Any work performed by the Contractor in excess of the not-to-exceed amount without the prior written approval of the Procurement Officer is at the Contractor's risk of non-payment. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 The Contractor(s) shall invoice each individual requesting agency or non-State of Maryland government entity for receipt of payment. Payments from State of Maryland agencies or non-State of Maryland government entities to the Contractor shall be made no later than thirty (30) days after the requesting State agency or non-State of Maryland government entity's receipt of a proper invoice for services provided by the Contractor, acceptance by the requesting agency or non-State of Maryland government entity of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered shall include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express prior written approval of the State.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

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

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

8. Confidentiality

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

9. Loss of Data

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

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract, including but in no way limited to Contractor's failure to comply with the requirements of Section 9, above.

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

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

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

defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

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

12. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall 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 shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

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

13.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract.

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

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona

fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

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

17. Termination for Cause

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

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

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

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

23. Political Contribution Disclosure

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

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

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

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

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

26. Cost and Price Certification

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

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

28. Parent Company Guarantee (If Applicable)

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

29. Liquidated Damages

Time is an essential element of the Contract and it is critical that the language interpretation services as specified in the RFP Section 2 be maintained in accordance with the terms and conditions provided in the RFP and herein and that the Contractor operates in an extremely reliable manner. In the event the Contractor fails to comply with such terms, the Contractor shall be liable for liquidated damages in the amount(s) and as provided for in the RFP.

30. Administrative

30.1 **Procurement Officer.** The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Procurement Officer is Andrea R. Lockett of the Department.

30.2 **Contract Administrator.** The Contract Administrator is Jacqué Boock of the Department.

30.3 **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: _____
_____
_____

Attention: _____

If to the Contractor: _____
_____
_____
_____

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

CONTRACTOR

By: _____ _(SEAL)

Title: _____ Date: _____

Witness/Attest:_____

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

Title: _____ Date: _____

Witness:_____

Approved for form and legal
sufficiency this _____ day
of _____, 2007.

_____
Assistant Attorney General

APPROVED BY BPW: _____ _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____
_____
_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's Contracting activities including obtaining or performing Contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or
(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private Contract;

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private Contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____
_____
_____.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's Contracting activities, including obtaining or performing Contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____
_____
_____.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____
_____
_____.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the Contract with a copy of the statement required by §J(2)(b), above;

(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the Contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any Contract resulting from the

submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and convenants 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)

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

COMAR 21.11.03 Provides maximum Contracting opportunities be extended to certified minority business enterprises, and establishes.

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

To meet the goal using MBE subcontractors, all Prime Contractors shall:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOAL AND SUB GOALS

☒ An MBE subcontract participation goal of **15%** percent of the total Contract dollar amount for each Service Category has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises

OR

❑ An overall MBE subcontract participation goal of ___ percent of the total Contract dollar amount has been established for this procurement. This dollar amount includes:

- ❑ A sub-goal of ____ percent of the total Contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ❑ A sub-goal of ___ percent of the total Contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the Contract will be performed by certified minority business enterprises as specified.

- ♦ A prime Contractor — including an MBE prime Contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2)
- ♦ A prime Contractor comprising a joint venture that includes MBE partner(s) shall accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A Bidder or Offeror shall include with its bid or offer:

  (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

  (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

     a. **COMAR 21.11.03.09C(5) The failure of an offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**

     b. **COMAR 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**

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

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

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

  (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

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

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

MBE REPORTING INSTRUCTIONS

Prime Contractor shall:

1. Submit by the 15th of each month to the Department a separate report (Attachment D-5) for each Subcontractor. The report shall list:

   a) all payments made to the MBE subcontractor during the previous 30 days

   b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to the Department a report (Attachment D-6) that identifies the prime Contract. The D-6 report shall lists:

   a) all payments received from the Prime Contractor during the previous 30 days; *and*

   b) any outstanding invoices to include number and date, and the invoice amount.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants shall be retained by the Contractor and furnished to the Procurement Officer on request.**

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

5. At the option of the Procurement Agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer)

D-2 MBE Participation Schedule (shall be submitted with bid or offer)

D-3 Outreach Efforts Compliance Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D-4 Subcontractor Project Participation Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the Prime Contractor)

D-6 Subcontractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the MBE subcontractor)

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-responsive or shall determine that the offer is not susceptible of being selected for award. (COMAR 21.11.03.09C(5) and 21.11.03.09C(6))

In conjunction with the bid or offer submitted in response to Solicitation No. 050B7800015, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____% percent. I have made a good faith effort to achieve this goal.

OR

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

2. ***I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.***

3. ***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.***

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

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

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

   (c) MBE Waiver 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.

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

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

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

_____	_____
Bidder/Offeror Name	Signature of Affiant
_____	_____
Address	Printed Name, Title
_____	
	_____
	Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2

MBE Participation Schedule

(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not 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
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name:_____ Title:_____

ATTACHMENT D-2

MBE Participation Schedule (continued)

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

ATTACHMENT D-3

Outreach Efforts Compliance
Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050B7800015, I state the following:

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

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

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

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

   ☐ This project does not involve bonding requirements.

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

_____	By:	_____
Bidder/Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

ATTACHMENT D-4
Subcontractor **Project Participation Statement**

Submit one form for each MBE Listed on the MBE Participation Schedule

Provided that _____ is awarded the State Contract in conjunction with
(Prime Contractor Name)
Solicitation No. 050B7800015, it and _____,
(Subcontractor Name)

MDOT Certification No._____, intend to enter into a Contract by which Subcontractor shall:

(describe work)_____

_____

_____

_____

_____

☐ No bonds are required of Subcontractor

☐ The following amount and type of bonds are required of Subcontractor:

By:	By:
_____	_____
Prime Contractor Signature	Subcontractor Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

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

ATTACHMENT D-5

Maryland Department of Budget and Management
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the month following the month the services were provided.**	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:

Prime Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Name:	Contact Person:	
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments made to MBE Subcontractor named above **during this reporting period:** **Invoice#** **Amount** **1.** **2.** **3.** **Total Dollars Paid: $_____**	**List dates and amounts of any outstanding invoices:** **Invoice #** **Amount** **1.** **2.** **3.** **Total Dollars Unpaid: $_____**

**If more than one MBE Subcontractor is used for this Contract, you shall use separate D-5 forms.

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

MBE Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, 1st Floor
Annapolis, MD 21401
MBEOfficer@dbm.state.md.us

Signature:_____ Date:_____

ATTACHMENT D-6

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State: Maryland	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. **Invoice Amt** **Date** **1.** **2.** **3.** **Total Dollars Paid: $_____**	**List dates and amounts of any unpaid invoices over 30 days old.** **Invoice Amt** **Date** **1.** **2.** **3.** **Total Dollars Unpaid: $_____**
Prime Contractor:	Contact Person

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

MBE Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, 1st Floor
Annapolis, MD 21401
MBEOfficer@dbm.state.md.us _____

Signature:_____ Date:_____

PRICING INSTRUCTION FORM

A. Instructions

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

The Financial Proposal Form is used to calculate the Offeror's TOTAL PRICE PROPOSED.

A) All Unit/Extended Prices shall be clearly entered in dollars and cents, e.g., $24.15

B) All Unit Prices shall be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition.

C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.

D) Every blank in the Financial Proposal Form shall be filled in.

E) Except as instructed on the Form, nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the prices.

F) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

FINANCIAL PROPOSAL FORM

TELEPHONIC INTERPRETATION SERVICES:

Description of Services **Year 1**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Standard Per Minute Rate			
[B] Estimated Quantity of Minutes	150,000	75,000	15,000
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Standard Per Minute Rate			
[E] Estimated Quantity of Minutes	100,000	50,000	10,000
[F] Extended Total 2 **(D*E=F)**			
[G] Summarized Total 3 **(C+F=G)**			

Description of Services **Year 2**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Standard Per Minute Rate			
[B] Estimated Quantity of Minutes	150,000	75,000	15,000
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Standard Per Minute Rate			
[E] Estimated Quantity of Minutes	100,000	50,000	10,000
[F] Extended Total 2 **(D*E=F)**			
[G] Summarized Total 3 **(C+F=G)**			

Description of Services **Year 3**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Standard Per Minute Rate			
[B] Estimated Quantity of Minutes	150,000	75,000	15,000
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Standard Per Minute Rate			
[E] Estimated Quantity of Minutes	100,000	50,000	10,000
[F] Extended Total 2 **(D*E=F)**			
[G] Summarized Total 3 **(C+F=G)**			

FINANCIAL PROPOSAL FORM

TELEPHONIC INTERPRETATION SERVICES (continued):

Description of Services **Year 4**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Standard Per Minute Rate			
[B] Estimated Quantity of Minutes	150,000	75,000	15,000
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Standard Per Minute Rate			
[E] Estimated Quantity of Minutes	100,000	50,000	10,000
[F] Extended Total 2 **(D*E=F)**			
[G] Summarized Total 3 **(C+F=G)**			

Description of Services **Year 5**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Standard Per Minute Rate			
[B] Estimated Quantity of Minutes	150,000	75,000	15,000
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Standard Per Minute Rate			
[E] Estimated Quantity of Minutes	100,000	50,000	10,000
[F] Extended Total 2 **(D*E=F)**			
[G] Summarized Total 3 **(C+F=G)**			

[The Total Estimated Price per year is the sum of the columns on Line G]

Total Estimated Price Year 1: $_____
Total Estimated Price Year 2: $_____
Total Estimated Price Year 3: $_____
Total Estimated Price Year 4: $_____
Total Estimated Price Year 5: $_____

NOTE: The quantities listed above are estimates for bidding purposes only and are not guaranteed amounts.

TOTAL EVALUATED PRICE $_____

Note: This is the price that will be compared among telephonic services Offerors in making the determination of the most advantageous offer.

Authorized Signature Date	Company Name & Address
Printed Name and Title	
( ) - / ( ) -	
Phone # & Fax #	Company Federal Tax ID #

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES:

Description of Services **Year 1**	Core Languages Routine	Core Languages Expedited	Core Languages Critical	Non-Core Languages Routine *	Non-Core Languages Expedited **	Non-Core Languages Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 **(A*B=C)**						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 **(D*E=F)**						
[G] Summarized Total 3 **(C+F=G)**						

Description of Services **Year 2**	Core Languages Routine	Core Languages Expedited	Core Languages Critical	Non-Core Languages Routine *	Non-Core Languages Expedited **	Non-Core Languages Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 **(A*B=C)**						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 **(D*E=F)**						
[G] Summarized Total 3 **(C+F=G)**						

Description of Services **Year 3**	Core Languages Routine	Core Languages Expedited	Core Languages Critical	Non-Core Languages Routine *	Non-Core Languages Expedited **	Non-Core Languages Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 **(A*B=C)**						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 **(D*E=F)**						
[G] Summarized Total 3 **(C+F=G)**						

**** Cannot exceed core Routine rate by more than 5%.***

***** Applies only to continiously available non-core languages. Cannot exceed core Expedited and Critical rates by more than 10%.***

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES (continued):

Description of Services **Year 4**	Core Languages Routine	Core Languages Expedited	Core Languages Critical	Non-Core Languages Routine *	Non-Core Languages Expedited **	Non-Core Languages Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 **(A*B=C)**						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 **(D*E=F)**						
[G] Summarized Total 3 **(C+F=G)**						

Description of Services **Year 5**	Core Languages Routine	Core Languages Expedited	Core Languages Critical	Non-Core Languages Routine *	Non-Core Languages Expedited **	Non-Core Languages Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 **(A*B=C)**						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 **(D*E=F)**						
[G] Summarized Total 3 **(C+F=G)**						

[The Total Estimated Price per year is the sum of the columns on Line G]

Total Estimated Price Year 1: $_____
Total Estimated Price Year 2: $_____
Total Estimated Price Year 3: $_____
Total Estimated Price Year 4: $_____
Total Estimated Price Year 5: $_____

NOTE: The quantities listed above are estimates for bidding purposes only and are not guaranteed amounts.

TOTAL EVALUATED PRICE $_____

Note: This is the price that will be compared among on-site services Offerors in making the determination of the most advantageous offer.

Item	**Unit Price (A)**	**Quantity (B)**	**Total (A*B)**
"Point-To-Your-Language" Cards		**25**	

Authorized Signature Date	Company Name & Address
Printed Name and Title	
( ) - / ( ) -	
Phone # & Fax #	Company Federal Tax ID #

**** Cannot exceed core Routine rate by more than 5%.***
***** Applies only to continiously available non-core languages. Cannot exceed core Expedited and Critical rates by more than 10%.***

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES:

Description of Services **Year 1**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Expedited Per Page Rate			
[B] Estimated Quantity of Pages	820	360	100
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Expedited Per Page Rate			
[E] Estimated Quantity of Pages	100	100	50
[F] Extended Total 2 **(D*E=F)**			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 **(G*H=I)**			
[J] Summarized Total 4 **(C+F+I=J)**			

Description of Services **Year 2**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Expedited Per Page Rate			
[B] Estimated Quantity of Pages	820	360	100
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Expedited Per Page Rate			
[E] Estimated Quantity of Pages	100	100	50
[F] Extended Total 2 **(D*E=F)**			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 **(G*H=I)**			
[J] Summarized Total 4 **(C+F+I=J)**			

Description of Services **Year 3**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Expedited Per Page Rate			
[B] Estimated Quantity of Pages	820	360	100
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Expedited Per Page Rate			
[E] Estimated Quantity of Pages	100	100	50
[F] Extended Total 2 **(D*E=F)**			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 **(G*H=I)**			
[J] Summarized Total 4 **(C+F+I=J)**			

NOTE - The 1/2 page rate will be calculated as one-half the per page rate.

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES:

Description of Services **Year 4**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Expedited Per Page Rate			
[B] Estimated Quantity of Pages	820	360	100
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Expedited Per Page Rate			
[E] Estimated Quantity of Pages	100	100	50
[F] Extended Total 2 **(D*E=F)**			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 **(G*H=I)**			
[J] Summarized Total 4 **(C+F+I=J)**			

Description of Services **Year 5**	Core Languages	Non-Core Languages Continuously Available	Non-Core Languages NOT Continuously Available
[A] Expedited Per Page Rate			
[B] Estimated Quantity of Pages	820	360	100
[C] Extended Total 1 **(A*B=C)**			
[D] Non-Expedited Per Page Rate			
[E] Estimated Quantity of Pages	100	100	50
[F] Extended Total 2 **(D*E=F)**			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 **(G*H=I)**			
[J] Summarized Total 4 **(C+F+I=J)**			

[The Total Estimated Price per year is the sum of the columns on Line J]

Total Estimated Price Year 1: $_____
Total Estimated Price Year 2: $_____
Total Estimated Price Year 3: $_____
Total Estimated Price Year 4: $_____
Total Estimated Price Year 5: $_____

NOTE: The quantities listed above are estimates for bidding purposes only and are not guaranteed amounts.

TOTAL EVALUATED PRICE $_____

Note: This is the price that will be compared among written document services Offerors in making the determination of the most advantageous offer.

Authorized Signature Date	Company Name & Address
Printed Name and Title	
( ) - / ( ) -	
Phone # & Fax #	Company Federal Tax ID #

NOTE - The 1/2 page rate will be calculated as one-half the per page rate.

ATTACHMENT F –NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 2006, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (the "Department") and _____ ("Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") for Statewide Language Interpretation Services RFP No. 050B7800015 dated October 17, 2006, (the "RFP); and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State to provide the Contractor and the Contractor's employees and agents (collectively the "Contractor's Personnel") with access to certain confidential information regarding the personal information of the individual requiring interpretation, including but not limited to their name, home address, social security number and court hearing information (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFP and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

    a. This Agreement shall be governed by the laws of the State of Maryland;

    b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

    c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

    d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

    e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

    f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/ Contractor's Personnel:	**Maryland Department of Budget & Management:**
By:_____(SEAL)	By: _____
Printed Name and Title:_____	Printed Name and Title_____
Date: _____	Date: _____

EXHIBIT A

CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBMIT AS REQUIRED IN SECTION 1.33 OF THE RFP

ATTACHMENT G – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION REQUEST FORM

State of Maryland
Comptroller of Maryland

Date of request _____

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

Business name_____

Address line 1_____

Address line 2_____

City _____ State _____ Zip code ☐☐☐☐☐ ☐☐☐☐

Taxpayer identification number:

Federal Employer Identification Number: ☐☐ ☐☐☐☐☐☐☐

(or) Social Security Number: ☐☐☐ ☐☐ ☐☐☐☐

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

_____

_____

_____

Financial institution information:

Name and address _____

_____

Contact name, phone number (include area code), _____

_____

ABA number ☐☐☐☐☐☐☐☐☐

Account number ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Account type ☐ Checking ☐ Money Market ☐ Savings

Format Desired: _____CCD _____CCD+ _____CTX* (Check one.)

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

A <u>VOIDED CHECK</u> from the bank account shall be attached.

(OVER)

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.

2. ___ Discontinue disbursements via EFT, effective _____

3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

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

*Name of registering business entity

_____

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

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO_____

STO registration information verified _____ Date to GAD_____

R*STARS Vendor No. and Mail Code Assigned:

_____ _____

_____ _____

State Treasurer's Office approval date General Accounting Division approval date

<u>To Requestor</u>:

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

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: http://compnet.comp.state.md.us/gad. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

ATTACHMENT H – PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Were an unbound original and six copies of the Vol I-Technical Proposal submitted?		
3.2	Was an electronic version submitted in MS Word or Excel format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol II?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were proposal pages numbered consecutively?		
3.4.1	(If the Offeror submitted a proposal for more than one service category) Did the Offeror submit 1 complete package entitiled "Complete Proposal" and a separate proposal for each additional service category?		
3.4.2	Was there a letter which transmitted the technical proposal and acknowledged the receipt of addenda. Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.4.3	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B), Certified MBE Utilization and Fair Solicitation Affidavit (Atch D-1), MBE Participation Schedule (Atch D-2) and Non-Disclosure Agreement (Atch F) with original of technical proposal? Were all the blocks filled in and were the Affidavits signed?		
3.4.4	Were proposals numbered to match numbering in RFP?		
3.4.4.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the technical proposal? Was confidential information identified after title page of technical proposal?		
3.4.4.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.4.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments? **(Warning—Exceptions may result in proposal being rejected)**		
3.4.4.2	If there are no exceptions, does the executive summary so		

	state?		
3.4.4.3	Does Offeror Exp & Capabilities info include overview, org chart, 3 references and a list of State of Maryland Contracts currently performing or completed within the last 5 years?		
3.4.4.3.5 3.4.4.3.6 3.4.4.3.7	Does Offeror Exp & Capabilities info include Telephonic References – Core Languages [Atch J(1) ***if proposing for Service Category I***], On-Site References – Core Languages [Atch J(2) ***if proposing for Service Category II***], Written Document References – Core Languages [Atch J(3) ***if proposing for Service Category III***], References – Additional Languages / Dialects [Atch K(1) ***if proposing for Service Category I***], References – Additional Languages / Dialects [Atch K(2) ***if proposing for Service Category II***], and References – Additional Languages / Dialects [Atch K(3) ***if proposing for Service Category III***]?		
3.4.5	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements?		
3.4.6	Did the Offeror address each applicable criterion in the Problem Reporting and Coordination Procedures?		
3.4.7	Did the Offeror address each applicable criterion in the General Requirements?		
3.4.8	Did the Offeror address each applicable criterion in the Billing Resolution?		
3.4.9	Did the Offeror address each applicable criterion in the Assignment of Contractor Representative?		
3.4.10-13	Did the Offeror submit financial statements, certificates of insurance, economic benefit factors, and subcontractor info?		
3.5	Were an unbound original and six copies of the Vol II-Financial Proposal submitted?		
3.5	Was an electronic version submitted in MS Word or Excel format for Vol II enclosed in the original copy of the Financial Proposal?		

ATTACHMENT I – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 050B7800015
Statewide Language Interpretation Services

A Pre-Proposal Conference will be held at 10:00 AM, on October 26, 2006, at 7201 Corporate Center Drive, Harry Hughes, Suites 2 & 3 (Ground Floor), Hanover, MD 21076. Please return this form by October 24, 2006 advising whether or not you plan to attend.

Return or fax this form to the Procurement Officer:

Andrea R. Lockett
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 141
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

_____ No, we will not be in attendance.

_____
Signature Title

ATTACHMENTS J & K – CORE/NON-CORE LANGUAGE REFERENCES

INSTRUCTION FORM

A. Core Languages

Using as many copies of the attached pages (Attachment J1, J2 and J3) as necessary, provide (no more than) three (3) references within the past three years for **each** of the following Continuously Available Core Languages for all of the Service Category(s) for which services are being proposed:

Telephonic	On-Site	Written Document
• Arabic	• Albanian	• Amharic
• Burmese	• Amharic	• Arabic
• Cantonese	• Arabic	• Chinese
• Creole	• Chinese	• French
• Farsi	• French	• Gujarati
• French	• Hindi	• Haitian
• Korean	• Korean	• Hindi
• Mandarin	• Mandarin	• Korean
• Portuguese	• Russian	• Portuguese
• Russian	• Spanish	• Russian
• Serbian	• Vietnamese	• Spanish
• Somali		• Urdu
• Spanish		• Vietnamese
• Urdu		
• Vietnamese		

B. Additional Languages and Dialects

Using as many copies of the attached pages (Attachment K1, K2 and K3) as necessary, provide (no more than) three (3) references within the past three years for **each** Continuously Available Additional Languages and Dialects (minimum of 10) for all of the Service Category(s) for which services are being proposed.

ATTACHMENT J(1) – TELEPHONIC REFERENCES – CORE LANGUAGES

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT J(2) – ON-SITE REFERENCES – CORE LANGUAGES

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT J(3) – WRITTEN DOCUMENT REFERENCES – CORE LANGUAGES

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT K(1) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS

TELEPHONIC

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT K(2) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS

ON-SITE

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT K(3) – REFERENCES – ADDITIONAL LANGUAGES / DIALECTS

WRITTEN DOCUMENT

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

Non-Core Language(s): _____
Reference Contact: _____
Address: _____
Phone Number: _____
Most Recent Date of Service Provided: _____

ATTACHMENT L(1) – HISTORICAL SUMMARY - TELEPHONIC		
	Contract to Date	
	8/14/2001	8/31/2006
Language	Requests	Minutes
Amharic	64	1147
Albanian	8	71
Arabic	99	1679
Armenian	6	106
Asyrian	1	6
Bangladash	3	50
Benag	1	2
Bengali	32	439
Bosnian	47	519
Bugan	1	27
Bulgarian	20	344
Burmese	224	3892
Cambodian	20	512
Cantonese	74	1160
Cham	1	15
Chinese	61	847
ChyChy	16	
Creole	158	2216
Croatian	4	82
Czech	14	253
Danish	1	18
Dari	1	17
Ethiopian	2	28
Farsi	68	1096
Flemish	1	18
Foochow	2	52
French	209	4467
Fukienese	3	138
German	4	48
Greek	12	159
Gujarti	10	260
Hatian Creole	20	510
Hebrew	6	115
Hindi	36	647
Hungarian	2	28
Indonesian	5	79
Iranian	1	10
Italian	9	106
Japanese	21	352
Ka Pang Pang Go	2	10
Khmer	1	8
Korean	899	13746
Laotian	26	134
Latvian	2	78
Lingala	1	11
Lithuanian	1	47

ATTACHMENT L(1) – HISTORICAL SUMMARY - TELEPHONIC		
	Contract to Date	
	8/14/2001	8/31/2006
Language	Requests	Minutes
Malaysian	3	37
Mandarin	386	7160
May Maay	4	34
Mixteco	2	11
Mongolian	26	380
Native Indian	1	10
Nepalese	13	396
Nepali	5	85
Nigerian	2	83
Pakistani	4	53
Pashto	1	21
Persian	6	204
Polish	25	537
Portugese	208	4490
Portugese-Brazilian	16	437
Punjabi	21	481
Pushtu	1	35
Romanian	28	531
Russian	376	7770
Samoan	2	18
Senalese	7	262
Serbian	119	3386
Serbo-Croatian	2	28
Shanghainese	1	20
Somali	141	1802
Sotho	1	9
Spanish	43388	561380
Sudanese	1	32
Sutsol	2	44
Swahili	6	26
Tagalog	14	308
Taiwanese	3	36
Tamil	3	72
Thai	10	313
Tibetan	2	6
Tigrinya	3	103
Turkish	50	965
Ukrainian	7	105
Urdu	53	1056
Uzbek	1	7
Vietnamese	358	6108
Wolof	2	31
Yoruba	1	15
GRAND TOTAL	**47504.00**	**634436.00**

ATTACHMENT L(2) – HISTORICAL SUMMARY - ON-SITE		
	Contract to Date	
	8/14/2001	8/31/2006
Language	Requests	Hours
Arabic	24.00	42.50
Albanian	4.00	25.00
Amharic	15.00	64.25
Cantonese	19.00	27.00
Chinese	40.00	45.00
Ethiopian	3.00	3.50
Farsi	10.00	17.00
French	52.00	79.50
Greek	4.00	4.50
Gujarti	3.00	5.00
Haitian-Creole	2.00	2.00
Hindi	12.00	22.00
Italian	1.00	10.00
Korean	41.00	45.50
Mandarin	151.00	251.75
Persian	5.00	2.50
Polish	7.00	8.00
Portugese	12.00	22.00
Punjabi	1.00	2.00
Russian	148.00	199.00
Serbian	1.00	2.00
Spanish	7246.00	16,419.36
Tagalog	1.00	3.50
Thai	3.00	3.50
Turkish	2.00	2.00
Urdu	11.00	15.00
Vietnamese	124.00	157.25
GRAND TOTAL	**7,942.00**	**17,480.61**

ATTACHMENT L(3) – HISTORICAL SUMMARY - WRITTEN DOCUMENT		
	Contract to Date	
	8/14/2001	8/31/2006
Language	Requests	Pages
Amharic	17	194.00
Arabic	29	276.20
Burmese	4	9.20
Chinese (Simplified)	29	206.00
Chinese (Traditional)	32	291.00
Czech	2	3.00
Farsi (Persian)	10	132.20
French (European)	42	558.20
Greek	1	1.00
Gujarati	15	158.00
Haitian (Creole)	12	194.50
Hindi	22	211.00
Japanese	8	92.00
Korean	83	581.05
Portuguese (Brazilian)	10	143.00
Russian	47	426.20
Somali	11	66.20
Spanish (LA)	198	2,057.70
Spanish (Mex)	1	4.00
Swahili	4	37.00
Tagalog (Phillipino)	22	233.00
Urdu	37	362.00
Vietnamese	44	363.00
Yiddish	1	1.00
Yoruba	1	9.00
GRAND TOTAL	**682.00**	**6,609.45**

ATTACHMENT M – ON-SITE INTERPRETER ASSIGNMENT SHEET

ASSIGNMENT SHEET

CONTRACTOR NAME
ADDRESS
CITY/STATE/ZIP
PHONE
FAX

SECTION A *[to be completed by Contactor]*

DATE OF SERVICE: _____

CLIENT:
NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

PHONE:
HOME: _____
CELL: _____

REQUESTING AGENCY / ENTITY: _____
AGENCY / ENTITIY CONTACT NAME: _____ CONTACT PHONE: _____
AGENCY / ENTITIY PURCHASE ORDER: _____

DATE OF ASSIGNMENT: _____ **LANGUAGE:** _____

SCHEDULED START TIME: _____
SCHEDULED END TIME: _____

LOCATION OF ASSIGNMENT:
OFFICE / BUILDING NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

SECTION B *[to be completed by Assigned Interpreter]*

ASSIGNED INTERPRETER: _____ HOME ZIP CODE: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

START MILEAGE: _____ END MILEAGE: _____
TOTAL MILEAGE: _____

WAS SERVICE COMPLETE: _____ YES _____ NO ***(Please check one)***
IF NO, STATE REASON: _____
_____

INTERPRETER SIGNATURE: _____ **DATE:** _____
PRINT YOUR NAME: _____

Above information validated by:

_____
Signature and Date of
On-Site State Representative

ATTACHMENT N

Point to your language

Spanish	Español
Cantonese	廣東話
Vietnamese	Tiếng Việt
Punjabi	ਪੰਜਾਬੀ
Korean	한국어
Cambodian	ខ្មែរ
Thai	ภาษาไทย
Mandarin	國語
French	français
Hindi	हिन्दी
Russian	Русский
German	Deutsch
Portuguese	Português
Brazilian Portuguese	Português do Brasil
Bosnian/Serbo-Croation	Srpski
Hmong	Hmoob
Japanese	日本語
Ukranian	Українська
Lao	ພາສາລາວ

Equal Access to Public Services
Individuals with Limited English Proficiency

§ 10-1101.

The General Assembly finds that the inability to speak, understand, or read the English language is a barrier that prevents access to public services provided by State departments, agencies, and programs, and that the public services available through these entities are essential to the welfare of Maryland residents. It is the policy of the State that State departments, agencies, and programs shall provide equal access to public services for individuals with limited English proficiency.

§ 10-1102.

(a) In this subtitle the following words have the meanings indicated.

(b) "Equal access" means to be informed of, participate in, and benefit from public services offered by a State department, agency, or program, at a level equal to English proficient individuals.

(c) "Limited English proficiency" means the inability to adequately understand or express oneself in the spoken or written English language.

(d) "Oral language services" includes various methods to provide verbal information and interpretation such as staff interpreters, bilingual staff, telephone interpreter programs, and private interpreter programs.

(e) "Program" means all of the operations of a State department, State agency, or any other instrumentality of the State.

(f) (1) "Vital documents" means all applications, or informational materials, notices, and complaint forms offered by State departments, agencies, and programs.

(2) "Vital documents" does not include applications and examinations related to the licensure, certification, or registration under the Health Occupations Article, Financial Institutions Article, Business Occupations and Professions Article, and Business Regulation Article within the jurisdiction of the Department of Health and Mental Hygiene or the Department of Labor, Licensing, and Regulation.

§ 10-1103.

(a) Each State department, agency, or program listed or identified under subsection (c) of this section shall take reasonable steps to provide equal access to public services for individuals with limited English proficiency.

(b) Reasonable steps to provide equal access to public services include:

(1) the provision of oral language services for individuals with limited English proficiency, which must be through face-to-face, in-house oral language services if contact between the agency and individuals with limited English proficiency is on a weekly or more frequent basis;

(2) (i) the translation of vital documents ordinarily provided to the public into any language spoken by any limited English proficient population that constitutes 3% of the overall population within the geographic area served by a local office of a State program as measured by the United States Census; and

(ii) the provision of vital documents translated under item (i) of this paragraph on a statewide basis to any local office as necessary; and

(3) any additional methods or means necessary to achieve equal access to public services.

(c) The provisions of this subtitle shall be fully implemented according to the following schedule:

(i) on or before July 1, 2003, full implementation by:

1. the Department of Human Resources;

2. the Department of Labor, Licensing, and Regulation;

3. the Department of Health and Mental Hygiene;

4. the Department of Juvenile Justice; and

5. the Workers' Compensation Commission;

(ii) on or before July 1, 2004, full implementation by:

1. the Department of Aging;

2. the Department of Public Safety and Correctional Services;

3. the Department of Transportation, not including the Maryland Transit Administration;

4. the Maryland Human Relations Commission;

5. the Department of State Police; and

6. five independent agencies, boards, or commissions, to be determined by the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General;

(iii) on or before July 1, 2005, full implementation by:

1. the Comptroller of Maryland;

2. the Department of Housing and Community Development;

3. the Maryland Transit Administration;

4. the Department of Natural Resources;

5. the Maryland State Department of Education;

6. the Office of the Attorney General; and

7. five independent agencies, boards, or commissions to be determined by the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General; and

(iv) on or before July 1, 2006, full implementation by:

1. the Department of Agriculture;

2. the Department of Business and Economic Development;

3. the Department of Veterans Affairs;

4. the Department of the Environment; and

5. five independent agencies, boards, or commissions to be determined by the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General.

§ 10-1104.

Each State department, agency, or program not listed or identified under § 10-1103(c) of this subtitle shall monitor its operations to determine if the State department, agency, or program should take reasonable steps to achieve equal access to public services for individuals with limited English proficiency.

§ 10-1105.

The Department of Human Resources, in consultation with the Office of the Attorney General, shall provide central coordination and technical assistance to State departments, agencies, and programs to aid compliance with this subtitle.