

Request for Proposals (RFP)

STATEWIDE LANGUAGE INTERPRETATION SERVICES

PROJECT NO. 050B2400001



**DEPARTMENT OF
BUDGET & MANAGEMENT**

Issue Date: March 1, 2012

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: 050B240001
Entitled: Statewide Language Interpretation Services

- I. If you are not bidding, please indicate why:
- Other commitments preclude our participation at this time.
 - The subject of the Contract is not in our business line.
 - We lack experience in the work/commodities required.
 - The scope of work is beyond our current capacity.
 - We cannot be competitive. (Please explain below.)
 - The specifications are either unclear or too restrictive.
(Please explain below.)
 - Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
 - Time for completion is insufficient.
 - Bonding/insurance requirements are prohibitive. (Please explain below.)
 - Doing business with government is simply too complicated.
 - Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
 - 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. 050B240001

RFP Issue Date: March 1, 2012

RFP Issuing Office: Maryland Department of Budget and Management
Division of Procurement Policy and Administration

Procurement Officer: Erin S. Oliver
Office Phone: (410) 260-7430
Facsimile: (410) 974-3274
E-mail: eoliver@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 138
Annapolis, MD 21401
Attention: Erin S. Oliver

Pre-Proposal Conference: Date: March 13, 2012- 10:00 AM Local Time
Location: Department of Budget and Management
Address: 45 Calvert Street (Room 164 A)
Annapolis, MD 21401

Closing Date and Time: Date: April 4, 2012 – 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.

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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. (See Section 1.28 and 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 2.3)
 - B. Service Category II: Two (2) Contract awards to two (2) separate Offerors (One Prime and one Secondary) for on-site interpretation services within a specified group of core languages. (See Section 2.4)
 - C. Service Category III: One (1) Contract award for written document language translation services within a specified group of specified core languages. (See Section 2.5)
- 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 do not have to be Continuously Available .
- b. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation; i.e. the interpreter's home address.
- 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. **Contract Commencement**- The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works
- h. **Contractor** – A selected Offeror that is awarded a Contract by the State.
- i. **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.
- j. **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. (See Section 2.2)
- k. **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.
- l. **DBM** – Maryland Department of Budget and Management
- m. **Expedited On-site** –On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Contractor with less than forty-eight (48) hours but greater than or equal to six (6) hours notice.
- n. **Expedited Written** – Requests for 10 or fewer 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.
- o. **Go Live Date** - The date when the Contractor must begin providing services required by this RFP.
- p. **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.
- q. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- r. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- s. **Non-Core Languages** –Languages not specified as Core Languages.
- t. **Non-Standard Hours** – All hours not specified as Standard Hours.
- u. **Notice To Proceed (NTP)** – A written notice from the Procurement Officer of the Go Live Date directing the Contractor to begin immediately or as of a specific date contained in the NTP. Additional NTPs may be issued by either the Procurement Officer or the Contract Administrator regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.
- v. **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.
- w. **Offeror** – An entity that submits a proposal in response to this RFP.
- x. **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.
- y. **“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 On-Site Non-Core Additional Languages and Dialects 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.

- z. **Primary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.4.3 that will be initially contacted for all occasions of need of on-site interpretation.
- aa. **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.
- bb. **Repetitive Text** – For written translation services, language that is repeated within a document or from a previous document to a subsequent document in a single assignment or from a previous assignment to a subsequent assignment
- cc. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management for Statewide Language Interpretation Services, Project Number 050B2400001 dated March 1, 2012, including any amendments.
- dd. **Requesting Agency or Requesting Entity** – The specific State government agency, not for profit organization or non-State of Maryland government entity requesting telephonic, on-site and/or written document translation services.
- ee. **Requesting Agency or Requesting Entity Representative** – A Representative of the specific State government agency, non-State of Maryland government entity, or authorized not for profit organization 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. A Requesting Agency or Requesting Entity may designate more than one individual authorized to initiate requests.
- ff. **Routine On-site** – On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Primary Contractor with greater than or equal to forty-eight (48) hours notice.
- gg. **Routine Written** – Requests for 20 or fewer 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.
- hh. **Secondary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.4.4.1.d that will be contacted if the Primary Contractor for On-Site Interpretation Service does not provide service in a timely manner.
- ii. **Source Language** – For written translation services, the language in which existing documents are written.
- jj. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00 a.m. to 8:00 p.m. Local Time, excluding Observed Holidays.
- kk. **State** – Means the State of Maryland.
- ll. **Target Language** – For written translation services, the language into which existing documents are to be translated.

- mm. **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.
- nn. **Validated Complaint** – A complaint investigated by the Contractor which determines that an interpreter/translator has misinterpreted the overall meaning/context of the Source Language or dialog of the individual who is being interpreted or translated, or has not adhered to appointment times, or other rules of interpretation/translation.

1.3 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on March 13, 2012 beginning at 10:00 AM, at 45 Calvert Street, Room 164 (A) Annapolis, MD 21401. All interested prospective Offerors are encouraged to attend in order to facilitate their understanding of the RFP requirements. 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 Erin S. Oliver, preferably via e-mail at eoliver@dbm.state.md.us, or via facsimile at (410) 974-3274 with such notice no later than 2:00 PM Local Time on March 9, 2012. 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 March 9, 2012. DBM will make a reasonable effort to provide such special accommodation.

1.4 Proposals Due (Closing) Date

An unbound original and five (5) 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 April 4, 2012 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, April 4, 2012 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

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

1.6.1.1 From the date of Contract Commencement through July 1, 2012, or a later date contained in a Notice to Proceed issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of July 1, 2012, or a later date contained in a Notice to Proceed issued by the Procurement Officer. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the date it initiates the delivery of Contract services, on July 1, 2012, or later date as contained in a Notice to Proceed issued by the Procurement Officer.

1.6.2 As of July 1, 2012, or later date as contained in a Notice to Proceed issued by the Procurement Officer (the “Go Live Date” See Section 1.2(o)) the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

1.6.3 The duration of the Contract will be from the date of Contract Commencement through June 30, 2017.

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:

Erin S. Oliver
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 138
Annapolis, Maryland 21401
Phone Number: 410-260-7340 / Fax Number: 410-974-3274
E-mail: evoliver@dbm.state.md.us

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

1.8 Contract Administrator

The Contract Administrator is:

Jaime Tomaszewski
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Rm 134
Annapolis, Maryland 21401
Phone Number: 410-260-7386 / Fax Number: 410-974-3274
Email: JTomasze@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 *is unique to each service category. For Category I-Telephonic it is 15%. For Category II-Onsite Interpretation it is 10%. For Category III-Written Translation it is 15%.* No MBE subcontractor participation goal is established for the Secondary Contractor of *Category II-Onsite Interpretation.*

Only businesses certified by the State of Maryland as minority owned and controlled can be counted toward achievements of these goals. **MBE requirements are specified in Attachment D of this RFP.**

*As the contract is based upon indefinite quantity, the MBE Subcontractor participation goal is the percent noted above as applicable to each Service Category and is based upon the actual total Contract dollar amount expended and invoiced per Service Category. **Credit will only be given to the Contractor for MBE participation that is directly attributable (i.e. directly related) to the services provided under the State Contract.***

Areas which appear to have potential for subcontracting include: language interpretation and translation. Other options for successful MBE subcontracting participation on the State Contract may be available depending on the Offeror's business model or approach to providing the services that are required under this Contract.

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

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

Attachment D-1, “Certified MBE Utilization and Fair Solicitation Affidavit,” must be properly completed and submitted with each Offeror’s proposal. Completion means that every MBE has been identified and the requested information provided. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.12 must submit a request for waiver with its proposal submission based upon making a good faith effort to meet the MBE goal prior to submission of their proposal (full or partial waiver based on the MBE subcontracting commitment that is made). **Failure of an Offeror to properly complete, sign, and submit Attachment D-1 at the time it submits Technical Response(s) to the RFP will result in the State’s rejection of the Offeror’s Proposal to the RFP. This failure is not curable.**

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

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, but **separate Technical and Financial submissions must be prepared for each Service Category.** (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 must 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.** (See Section 3.4.4.1)

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. (See Section 3.4.4.2)

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 and that remain under consideration for contract award as of the date of issuance of the amendment.

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—*free to all vendors--and* 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.

In order to receive a contract award, a vendor *must show current registration on eMarylandMarketplace.*

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, financial reports, or experience used to meet minimum qualifications, if any, 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

Maryland County, municipal, and other non-State governments or government agencies and not for profit organizations, 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, government agencies or not for profit organizations: (1) shall constitute Contracts between the Contractor and that government, agency or organization; (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, agency or organization with which the Contractor is dealing is a State of Maryland agency.

All Contract prices, terms and conditions must be provided to any Maryland local government or not for profit organization requesting services under this Contract.

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>

This provision applies only to payments by State of Maryland agencies.

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 agreed upon schedules. 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(s), 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 applicable Contractor or may bill the Contractor as a separate item.

Reliability of the service of the Contractor(s) 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 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:

- A. For Core Languages for Telephonic Language Interpretation: The Contractor'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. The amount of the liquidated damages will be the difference between the Contractor's price rate for Telephonic Language Interpretation and the price rate incurred by the Requesting Agency or Requesting Entity to place the call to another Telephonic Language Interpreting company (at that company's one-time use rates) for the total price of the call(s).
- B. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received greater than or equal to forty-eight hours (48) notice of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity

Representative within twenty-four (24) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. The amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also unable to provide written confirmation of an assigned Routine On-Site Interpreter.

- C. For Core Languages for Written Document Language Translation: A Contractor who fails to provide Written Document Language Translation services for Core Languages within one (1) day for up to ten (10) pages of Expedited requests and within one (1) week for up to twenty (20) pages of Routine requests of the State's request, will be assessed liquidated damages. The amount of the liquidated damages will be the difference between the Contractor's approved rate for Written Document Language Translation and the rate incurred by the Requesting Agency or Requesting Entity to obtain the services through another written document translation company (at that company's one-time use rates) for the total price of that work request.
- D. The Contractor(s) 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(s) as provided in section 19 (Delays and Extensions of Time) of the Contract, if the Contractor(s) timely notifies the State of such circumstances in writing and the State determines the event was beyond the control and without fault or negligence of the Contractor(s). This liquidated damages compensation will be for delay-related costs only. The Contractor(s) 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(s).
- E. Liquidated damages will not apply in any **circumstance involving a request to provide an interpreter with a specific, recognized certification.**

1.33 Non-Disclosure Agreement

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

1.34 State of Maryland Wiretapping Law

The Contractor(s) for Telephonic interpretation services shall comply with all federal and State wiretapping and recording statutes as amended from time to time, including the Maryland Courts & Judicial Proceedings Article §10-402 and Criminal Law Article §9-602(a-b) of the Maryland Annotated Code, by not directly or indirectly monitoring, taping, intercepting, or recording conversations without permission.

1.35 Subcontractor Prompt Payment Policy

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. Promulgated pursuant to SFP sections 11-201, 13-205(a), and Title 14, Subtitle 3, and (COMAR 21.01.01.03 and 21.11.03.01 et seq), the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors to this solicitation who are awarded a contract must comply with the prompt payment requirements outlined in the Contract, § 32.-Subcontractor Prompt Payment. Additional prompt payment information is available on the GOMA website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.36 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Budget & Management (DBM) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.31 related to EFT) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 1. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
 - (i) the solicitation (e.g. the RFP);
 - (ii) any amendments;
 - (iii) pre-proposal conference documents;
 - (iv) questions and responses;
 - (v) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - (vi) notices of award selection or non-selection; and
 - (vii) the Procurement Officer's decision on any protest or Contract claim.
 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - (i) ask questions regarding this solicitation;
 - (ii) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (iii) request a debriefing; or,
 - (iv) submit a "No Bid Response" to this solicitation.

3. The Procurement Officer, the State's Contract Administrator and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or DBM Contract Administrator.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

1. submission of initial bids or proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DBM to require original signatures unless authorized by the State Contract Administrator (e.g. Contract execution, Contract modifications, etc.); or,
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or DBM Contract Administrator.

1.37 Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 (effective September 27, 2011) per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 (effective September 27, 2011) per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State has determined that Tier 1 will be the wage tier, based on where the majority of the service recipients are located. The Offeror must identify in its proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. **NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

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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 (One Prime and one Secondary) 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 outreach efforts to advise State of Maryland agencies, not for profit organizations and non-State of Maryland government entities of the existence of this contract. 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 Core Languages

- 2.2 The following apply to all service categories. Those languages marked with an asterisk currently require the most interpretation/translation resources numerically based upon historical usage (See Attachment L). The Contractors are required to keep abreast of changes in the State's demand and adjust their resource base. The Contractor must maintain the means to provide support to Core Languages through its own resources or those of its subcontractors:
- A. Amharic *
 - B. Arabic *
 - C. Bengali
 - D. Burmese *
 - E. Chin
 - F. Chin Hahka
 - G. Chinese* (Inclusive of Mandarin * and Cantonese *)
 - H. Creole
 - I. Farsi / Afghani
 - J. Farsi / Iranian
 - K. Farsi / Persian

- L. French *
- M. French Creole
- N. Gujarati
- O. Haitian Creole
- P. Hindi
- Q. Korean *
- R. Nepali
- S. Portuguese *
- T. Romanian
- U. Russian *
- V. Somali
- W. Spanish *
- X. Swahili
- Y. Tagalog
- Z. Tigrinya
- AA. Turkish
- BB. Urdu
- CC. Vietnamese *

2.3 Service Category I: Telephonic Language Interpretation

2.31 General Telephonic Language Interpretation Services Requirements:

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

2.3.1.2 Conference-calling services and capabilities.

2.3.1.2.1 The conference calling system/services provided must accommodate a minimum of 5 parties in a conference call at the standard per minute rate specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services; i.e. no additional rates will be charged for the “minimum of 5” participants.

2.3.1.2.2 See Section 2.6.1.3 and 2.6.1.4 for detailed conference calling billing allowances.

2.3.1.3 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.

2.3.1.4 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.

2.3.1.5 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.

2.3.1.6 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.

2.3.2 Required Telephonic Core Language Interpretation Services:

2.3.2.1 Shall be Continuously Available.

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

2.3.3 Non-Core Languages/Dialects Interpretation Requirements:

2.3.3.1 In addition to the Core Languages specified in section 2.2, the Contractor may provide telephone interpretation services for 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.

2.3.3.2 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.

2.3.3.3 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.

2.3.4 Anticipated Telephonic Interpretations Longer than Two (2) Hours

If it is anticipated that interpreter services will be needed in excess of two (2) 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.

2.3.5 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative, 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. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.3.6 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.

2.3.7 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.

2.4 Service Category II: On-site Language Interpretation

- 2.4.1 Unless specifically otherwise stated, “Contractor” requirements for this service category shall be required of both the Primary and Secondary Contractors.
- 2.4.2 General On-Site Language Interpretation Services Requirements:
 - 2.4.2.1 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.
 - 2.4.2.2 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.
 - 2.4.2.3 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.
 - 2.4.2.4 The minimum billable time will be two (2) hours.
 - 2.4.2.5 If it is anticipated that interpreter services will be needed in excess of two (2) 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. The Contractor must honor the normal business process for the applicable State Agency. For example, if the State Agency requires one interpreter for eight hours, and only one interpreter is acceptable to the State Agency due to specific risks known to that State Agency, then that determining factor must be honored by the Contractor unless there is prior approval from the DBM Contract Administrator otherwise.
 - 2.4.2.6 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.
 - 2.4.2.7 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.
 - 2.4.2.8 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.
 - 2.4.5.1 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. All Interpreter names and addresses will be held as confidential information which is non-disclosable in response to a Public Information Act (PIA) request. 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.

2.4.3 Required On-Site Language Interpretation Services shall be Continuously Available, and provided per the following procedures:

- a. The Primary Contractor shall confirm receipt of each work order request by email (if email unavailable, then by facsimile) within two hours of its receipt.
- b. The Primary Contractor will obtain all necessary account, contact, and service information;
- c. The Primary and Secondary Contractors, as applicable, will confirm the placement of an Interpreter for each work order to the Requesting Agency/Entity;
- d. At the time the Primary Contractor contacts the Secondary Contractor in order for the Secondary to complete a work order request, the Primary Contractor shall provide all necessary account, contact, and service information. In addition, the Primary Contractor shall include the Requesting Agency or Requesting Entity and the Contract Administrator in all communications;
- e. If the Secondary Contractor is able to fill the work order for onsite language interpretation, the Secondary Contractor shall provide appropriate written information regarding the assignment fulfillment to the Primary Contractor with concurrent email notification to the Requesting Agency or Requesting Entity, and the Contract Administrator. The Secondary Contractor shall provide the services at the applicable Contract rates, and liquidated damages may apply to the Primary Contractor per the stipulations of Section 1.32.
- f. If the Secondary Contractor is unable to fill the work order for onsite language interpretation, the Secondary Contractor shall so notify the Primary Contractor, with concurrent email notification to the Requesting Agency or Requesting Entity and the Contract Administrator. Upon the determination that the Secondary Contractor for On-site Interpretation cannot provide the requested on-site interpretation services, the Secondary Contractor shall request approval from the Requesting Agency or Requesting Entity for the order to be filled by Telephonic Language Interpretation with concurrent email notification to the Primary Contractor, and the Contract Administrator.
 1. If Telephonic Language Interpretation is available under this Contract, then the Secondary Contractor shall provide all of the work order information obtained to-date to the Contractor under the Service Category I-Telephonic Language Interpretation Contract (if it is not the Contractor in Service Category I) and the Requesting Agency or Requesting Entity, the Contract Administrator, and, as appropriate, to each of the Contractor(s) originally a part of the communication link. The Contractor for Service Category I-Telephonic Language Interpretation Contract then provides the services at the appropriate current Contract rates.
 2. If Telephonic Language Interpretation is not available under the Contract, the Secondary Contractor shall confirm this information in

writing to the Requesting Agency or Requesting Entity with concurrent email notification to any other Contractor (Primary or Secondary for onsite), and the Contract Administrator. The Requesting Agency/Requesting Entity must then utilize other means to fulfill their order, or seek Contract services at a different date and time.

- g. All of the above-referenced communications and requirements in this Section 2.4.3 shall be in writing.

2.4.4 The Requesting Agency/Requesting Entity must contact the Primary Contractor for on-site services. The Categories of service and rates are based on the amount of advanced notice given by the Requesting Agency or Requesting Entity. The procedure noted in Section 2.4.3 remains unchanged. The amount of advanced notice that the Requesting Agency or Requesting Entity gives the Primary Contractor affects the rates utilized for the services by both the Primary and Secondary Contractors. Advanced notice is available as follows:

- a. Routine;
- b. Expedited; and
- c. Critical.

2.4.4.1 Time limits for notifications of ‘receipt’ of a work order request and ‘confirmation’ of the placement of an Interpreter:

- A) Receipt: As noted in 2.4.3, upon receipt of a work order request, the Primary and Secondary Contractor (as applicable) shall confirm in writing to the Contract Administrator within two hours receipt of any work order;
- B) Confirmation: As noted in 2.4.3The Primary and/or Secondary Contractor (as applicable) will immediately confirm in writing when an interpreter is confirmed for a work order and provide the appropriate information, such as the identity of the assigned on-site interpreter, and re-state all appointment information:
 - 1. For Routine Services, the Primary Contractor and/or Secondary Contractor (as applicable) will automatically notify the Requesting Agency if it has not been able to confirm the assignment of an interpreter to fill a work order as of twenty-four (24) hours in advance of the appointment time;
 - 2. For Expedited and Critical work order requests, as part of the information required by the Primary Contractor, the Requesting Agency/Requesting Entity will state how many hours of advance written notice up to 24 hours (as of the 24th hour) in advance of the appointment time the Requesting Agency or Requesting Entity must have of whether the work will be filled with an interpreter. Subsequently, the Primary and/or Secondary Contractor (as applicable) will honor the time indicated for the written notification request.

2.4.4.2 Section 2.4.3. Procedures apply. The Primary and Secondary Contractors will notify all involved in the procedural communication link for each service category as follows:

- A. Expedited Services for less than forty-eight (48) and greater than or equal to six (6) hours advanced notice: Primary and/or Secondary Contractor, as

applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the work order. If the Requesting Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Request Agency or Requesting Entity with as much notice as possible prior to the requested appointment time; and,

- B. Critical Services for less than six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the order. If the Request Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Requesting Agency or Requesting Entity with as much notice as possible prior to the requested appointment time.

2.4.4.3 The Primary or Secondary Contractor, as applicable, shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of the 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.

The Contractor shall submit the On-Site Interpretation Assignment Sheet with the appropriate invoice for billing verification.

2.4.4.4 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.

2.4.4.5 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 pay the Contractor the two (2) hours minimum billable time for Routine services.

2.4.4.6 For Expedited or Critical requests wherein the Contractor has already provided confirmation notice to the Requesting Agency/Entity, the minimum billable time of two hours may be invoiced by the Contractor if the services are subsequently cancelled by the Requesting Agency/Entity. In addition, if the Contractor’s interpreter is already onsite at the designated work location, the Contractor may also bill for any applicable mileage.

2.4.5 Non-Core Languages/Dialects Interpretation Requirements:

2.4.5.1 In addition to the Core Languages specified in section 2.2, the Contractor may provide on-site interpretation services for 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.

2.4.5.2 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.

2.4.5.3 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.

2.4.6 User Registration:

2.4.6.1 Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative 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. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract

2.4.6.2 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.

2.4.6.3 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.

2.4.7 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.

2.4.8 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.

2.5 Service Category III: Written Document Language Translation

2.5.1 General Written Document Language Translation Services Requirements:

2.5.1.1 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.

2.5.1.2 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.

- 2.5.1.3 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the per word rates of the Source Language as provided within Attachment E, Financial Proposal Form – Written Document Translation Services.
 - 2.5.1.4 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 submits for written document interpretation.
- 2.5.2 Required Written Document Core Language Translation Services:
- 2.5.2.1 In Expedited situations written document translation shall be Continuously Available.
 - 2.5.2.2 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 10 or fewer pages of Target Language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of Target Language translation.
 - 2.5.2.3 Routine Written document translation shall be completed as follows:
 - 2.5.2.3.1 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.
 - 2.5.2.3.2 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.
 - 2.5.2.4 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.
 - 2.5.2.5 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.

2.5.3 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative, 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. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.5.4 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.

2.5.5 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.

2.5.6 Service Category III-Written Document Language Translation: The procedures for Service Category III-Written Document Language Translation Services are as follows:

2.5.6.1 The Requesting Agency/Requesting Entity Representative must contact the Contractor for written document language translation services;

2.5.6.2 The Contractor as applicable shall provide the Contract Administrator with documentation of the ongoing status of a work order from initiation to completion in accordance with the following procedures to include but not be limited to the following written procedure:

- A. Written acknowledgment of receipt of each work order to the Requesting Entity;
- B. Written acknowledgement of confirmation of the work order's assessment upon receipt shall include but not be limited to the following:
 - i. the Requesting Entity's account information under this Contract;
 - ii. the Requesting Entity's contact information for the completion of the work order assignment;
 - iii. the identity of the Contractor's staff providing translation;
 - iv. the target language and original language being translated;
 - v. the price estimate;
 - vi. any timeline estimate and/or the work order's timeline requirement;
 - vii. any standards or special needs requirements of the Contractor or of the Requesting Entity;
 - viii. any previous translation of the same or similar material; and
 - ix. acknowledgement of any applicable liquidated damages.

2.5.6.3 The Contractor shall make this documented procedure available to the Contract Administrator within ten (10) days of Contract Commencement (See Section 1.6.1) and shall update the procedure for applicability and timeliness thereafter during the term of the Contract.

2.6 Service Category Billing

2.6.1 Service Category I:

- 2.6.1.1 Telephonic language interpretation service will be billed in 1/10th of a minute increments after the first minute, during both Standard Hours and Non-Standard Hours.
- 2.6.1.2 No travel time or mileage will be paid for statewide telephone interpretation service.
- 2.6.1.3 For conference call billing purposes, the contractor may only bill for the actual time an interpreter participates in a call. The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.)
- 2.6.1.4 For all requests over 5 conference call participants, Offerors may charge an additional per participant, per minute rate as specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.
- 2.6.2 Service Category II:
 - 2.6.2.1 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.
 - 2.6.2.2 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.
 - 2.6.2.3 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.
 - 2.6.2.4 Any charges for mileage over thirty (30) miles, from a Base of Operations, one way, will be reimbursed in accordance with State travel regulations.
 - 2.6.2.5 Travel time will be paid for statewide On-site interpretation service as described in 2.6.2.5.1.
 - 2.6.2.5.1 A. Whenever there is a request for on-site interpreter services any language or dialect, the Contractor may bill for travel time if an interpreter must travel more than 30 miles one way from his/her base of operations to the destination of the on-site translation. For travel in excess of 30 miles the contractor may bill in 1/10th of an hour increments, at the rate of 1 minute of time for each ½ mile traveled.
 - B. Travel time will not be paid on an actual elapsed time basis. It would be too difficult to verify actual travel time since there will be great variability due to the time of day (rush hour versus non-rush hour) or level of congestion encountered. Travel distance from an interpreter’s base of operations to the on-site interpretation destination shall be calculated and verified using the mapping distance listed on Mapquest.com. If a

Mapquest.com distance calculation is not available, the bill shall contain the distance as reported by the interpreter. Approval of this distance is subject to verification by the Requesting Agency or Requesting Entity.

C. For example, if as identified by Mapquest.com, an assignment is located 52 miles from an interpreter's base of operations the contractor may bill for the 22 miles beyond the 30 mile limit. At a rate of 1 minute of travel time per half mile the billing would amount to 44 minutes of billable time. Since 44 minutes rounds to 8/10th of an hour, the contractor can bill for 8/10th of its hourly rate for travel in each direction, or a total of 1.6 hours.

D. When more than one interpreter is available for an assignment,:

1). The Contractor shall assign an interpreter for whom travel time is not billable (i.e. one within 30 miles of an onsite location) over one for which travel time will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.

2). If all available interpreters will be travel-time eligible, the Contractor shall assign a travel-time-billable interpreter that is closest to the destination of the on-site translation, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.

3). In any instance where a travel-time-billable interpreter is sent over a non-travel-time-billable interpreter or a more distant travel-time-billable interpreter is sent over a closer one, the Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-time-billable or more distant travel-time-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel or additional travel, as applicable, is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel time charges or the more distant charges, as applicable, will not be paid.

2.6.2.6 When more than one interpreter is available for an assignment, the Contractor shall assign an interpreter for whom travel is not billable (i.e. one within 20 miles of on-site location) over one for which travel will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity or (b) the Contractor determines that a travel-billable interpreter is better qualified to provide on-site interpretation services for the requested language. The Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel is charged or if the Requesting Agency or

Requesting Entity Representative determines the rationale for its usage is not sufficient, travel charges will not be paid.

- 2.6.2.7 At the time of assignment, the Contractor will be notified whether the assignment is for a specific activity or an approximate timeframe (i.e. from 9 a.m. to 12 p.m.). If the assignment is for a specific activity, the billing as described in 2.6.2.1, 2.3 or 2.4, as appropriate shall apply. If the assignment is for an approximate 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; i.e approximate timeframe will not involve multiple two (2) hour minimum billable periods. [For example, an approximate 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. Moreover, 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 approximate 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.
- 2.6.2.8 If a requesting agency or entity requests interpreter services for a definite period of time rather than an approximate timeframe, such as an 8 am to 4 pm shift to accompany a specific juvenile in a juvenile facility, the Contractor may bill for the full defined period of time, even if the interpreter is dismissed before the end of that time period.
- 2.6.2.9 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.
- 2.6.2.10 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.
- 2.6.2.11 If the contractor is requested to provide an on-site interpreter with a specific, commonly recognized professional certification, a flat percentage surcharge, not to exceed 20%, may be added to the Contractor's otherwise applicable rate(s).
- 2.6.2.12 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.2.8 (Discounted Pricing) the Contractor may identify circumstances when it will discount its Attachment E onsite prices. To the extent that the Contractor provides such additional pricing discounts, it must ensure that its invoicing properly reflects all circumstances when such discounts are to apply.
- 2.6.3 Service Category III:
- 2.6.3.1 Written document language translation service will be billed at the per word rate from Attachment E – Financial Proposal Form.
- 2.6.3.2 No travel time or mileage will be paid for statewide written document interpretation service.

- 2.6.3.3 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.3.8 the Contractor may identify circumstances when it will discount its Attachment E written document prices, or waive the per word price for repetitive text. To the extent that the Contractor provides such repetitive text pricing discounts or billing waiver, it must ensure that its invoicing properly reflects all circumstances when such discounts or waivers are to apply.
- 2.6.4 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 2.6.1 and 2.6.2 above, at the appropriate standard hour or non-standard hour rate increment.
- 2.6.5 For **ALL** Service Categories:
- 2.6.5.1 The Contractor may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services.
- 2.6.5.2 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 2.12).
- 2.6.5.3 All invoicing/billing is to be sent directly to the respective Requesting Agency or Requesting Entity for which services were provided during the billing period.

2.7 Reporting Requirements

- 2.7.1 General Reporting Requirements:
- 2.7.1.1 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.
- 2.7.1.2 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.
- 2.7.1.3 The Contractor shall describe additional reporting capability(s) in their technical proposal; i.e. summary reports for number/timeframe/day of week of requests received: during standard/non-standard hours, for expedited/critical on-site requests, for expedited written requests, during observed holidays, for routine on-site requests, for routine written requests, etc.
- 2.7.2 Reports for Contract Administrator:
- 2.7.2.1 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)
- Phone number calling from and to
- 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.

2.7.2.2 On-Site Interpretation Services:

2.7.2.2.1 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.

2.7.2.2.2 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.

2.7.2.2.3 If requested for audit or record keeping purposes, upon request by the State Agency Representative or the DBM Contract Administrator, the Contractor shall provide the address of the applicable interpreter(s) utilized for services. At all times, the interpreter name(s) and address(es) will be held as confidential information by the State.

2.7.2.3 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.

2.7.3 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)

2.8 Complaint Resolution

2.8.1 General Requirements:

- 2.8.1.1 The Contractor shall adhere to the complaint resolution procedures as described in its proposal.
- 2.8.1.2 The Contractor shall maintain the ability to accept customer complaints via telephone, facsimile, email and US Mail.

2.8.2 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.

2.8.3 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 complaint while the interpretation is taking place or at another time more convenient for the person obtaining the service.

2.8.4 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.

2.9 Problem Escalation Procedure

2.9.1 The Contractor must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the DBM Contract Administrator within appropriate timeframes.

The Contractor shall provide contact information to the DBM Contract Administrator as well as other personnel should the Contract Manager not be available.

2.9.2 The Contractor must provide a Problem Escalation Procedure no less than 10 days after the Commencement of the Contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem

Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

2.10 Contractor Representative

The Offeror shall assign a Contractor Representative. The Offeror can assign the same individual or multiple individuals to serve as the Contractor Representative if the Offeror is proposing for multiple service categories.

2.10.1 Substitution of Personnel for each of the Service Categories: I-Telephonic Language Interpretation, II-Onsite Language Interpretation, and III-Written Document Language Translation:

2.10.1.1 The Contractor Representative described in the Contractor's Technical Proposal to the RFP shall perform continuously for the duration of the Contract so long as performance is satisfactory to DBM.

2.10.1.1.1 The Contract Administrator shall give written notice of any performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written Remediation Plan within ten (10) business days and implement the Remediation Plan immediately upon written acceptance by the Contract Administrator.

2.10.1.2 Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Administrator will give written notice of the continuing

performance issues, request a new Remediation Plan within a specified time limit, and/or determine whether substitution of personnel, including immediate removal and replacement of the Contractor Representative whose performance is at issue with a qualified substitute, is appropriate.

- 2.10.1.3 The Contractor shall not substitute personnel, other than by reason of an individual's death, termination of employment, a sudden incapacitating illness that is projected to last more than five (5) days, or by option of the Contract Administrator as noted, without prior written approval of the Contract Administrator. The Contract Administrator's written approval will not be unreasonably withheld.
- 2.10.1.4 To voluntarily replace the Contractor's staff the Contractor shall submit resumes of the proposed substitute personnel, specifying the intention to replace a position and the reason(s) why, to the Contract Administrator, and await the Contract Administrator's approval.
- 2.10.1.5 The Contractor shall provide resumes for all proposed substitute personnel, and that proposed personnel shall have qualifications at least equal to those of the replaced personnel. The proposed substitute personnel must meet the qualifications specified in by the Contract and must be approved by the Contract Administrator. The Contract Administrator will interview the proposed substitute personnel and will notify the Contractor in writing of the acceptance or denial of the requested substitution, and/or give contingent or temporary approval for a specified time limit.

2.11 Background Checks/ Fingerprinting

Wherein a State Requesting Agency/Entity or the DBM Contract Administrator requires fingerprinting and/or background checks of Contractor personnel (to include subcontractors and interpreting/translation agents) due to a business process, the Contractor shall ensure that all staff, interpreters, and/or translators utilized in the performance of the Contract for that State Agency have passed fingerprinting and/or background checks in the State of Maryland. Any person that does not pass fingerprinting and/or background checks can not be utilized on the Contract for that Requesting Agency. If after the initial check(s) the person has passed a check, but is later re-checked and does not pass, then that person may not be utilized on the Contract.

2.12 Meetings

2.12.1 Quarterly Meetings:

- 2.12.1.1 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.
- 2.12.1.2 Quarterly meeting attendees shall include but not be limited to the Contract Administrator, Contractor Representative and applicable Requesting Agency(s)/Entity(s) personnel.

2.12.1.3 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.

2.12.2 Unsatisfactory Performance Meetings:

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

2.13 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.

2.14 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 45 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.

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

2.15.1 Contract Start-up

Upon Contract commencement date, the DBM website for the Statewide Language Interpretation Services Contract will contain the contact information for each of the Contractors –(Telephonic, Onsite, and Written Translation). Each Contractor must provide the following information at a minimum for entry on the DBM website. Starred (*) items are required. Those items not starred are optional but preferred:

- 2.15.1.1 *Contractor's Name as designated through the Maryland State Department of Assessment and Taxation;
- 2.15.1.2 *The Contractor's Purchase Order Number
- 2.15.1.3 *The operations 1-800 telephone number that Requesting Agency Users will access
- 2.15.1.4 *The email address that Requesting Agency Users will access
- 2.15.1.5 *The Contractor's mailing address and specific Contact Information (Name of Contact(s), Phone Number, Email Address, etc.)

- 2.15.1.6 A URL link to the Contractor’s website where users are directly linked to the Contractor’s services such as report generation, etc.
- 2.15.1.7 Frequently Asked Questions provided to the DBM Contract Administrator in MS Word and PDF formats that enables users to answer basic questions regarding that Category of services and the Contractor’s operations

2.15.2 User Registration

The Contractor shall provide user registration upon Contract Commencement (See Section 1.6.1). Upon Contract Commencement, the Department (Contractor Administrator) 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/entities, not for profit organizations 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 Go Live Date (See Section 1.2(o)), shall be registered as of the Go Live Date. Users registering less than 3 business days prior to the Go Live Date shall be registered within 3 business days from this date of registration. The user registration next-day requirement referenced in Sections 2.3.5, 2.4.6 and 2.5.3 applies to new users who register **after** the Go Live Date.

2.15.2.1 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, Maryland not for profit organization 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.

2.15.3 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 2.15.2 to the successor contractor. The Contractor shall provide any updated user information to the successor contractor until the expiration of its Contract.

2.16 Contract Kick-Off and subsequent Annual Meetings

2.16.1 Each Contractor, including the Secondary Contractor, shall be required to attend at least one “Contract kick-off meeting” inviting State agencies to participate in a forum consisting of an introduction of the Contract awardee(s) and explanation of the new Contract specifications and provisions. Preferably this Contract Kick-off Meeting will be held shortly before the start date of the Contract at a location within the Baltimore/Annapolis area. The specific time, date and location for this kick-off meeting will be determined by the State in cooperation with the Contractors.

2.16.2 Aside from required attendance at a single, primary kick-off meeting Contractors may be invited to attend a limited number of additional “kick-off meetings”, such as meetings in different regions of the Sate, or multiple meetings in major regions, such as the Baltimore/Annapolis area, to

accommodate more potential users. If additional kick-off meetings are held, they may be either prior to, or after the Go Live Date.

- 2.16.3 The State may decide to host an annual Contractor/user communication meeting (forum) for each year of the Contract after the first year. i.e., approximately on the 1st, 2nd, 3rd, and 4th anniversary dates of the Contract. If the State hosts such meetings, each Contractor must provide appropriate representation. Near the 1st through 4th anniversary dates of the Contract, the State's Contract Administrator will inform the Contractor whether a Contractor/user communication meeting will be held for that year. If so, to the degree feasible, the time, date and location will be established cooperatively between the State and the Contractors.

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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 five 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 3.5.4.1) and Technical Proposal (Ref. Section 3.5.5).

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 Offerors Responsibilities in Section 1.27) Only one transmittal letter is needed and does not need to be bound with the technical proposal. The letter should contain:

1. Name & Address of Offeror
2. Name, Title, Email Address and Telephone Number of Contact for the Offeror
3. Statement that the proposal is in response to **RFP # 050B240001**, Statewide Foreign Language Services
4. Signature, Typed Name and Title of individual authorized to commit the Offeror to its proposal
5. Provide the eMaryland Market Place vendor number
6. Statement accepting all Contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Identify all Service Categories that the Offeror is presenting Technical and Financial offers for
8. Acknowledgement of all Addenda to this RFP
9. If the Offeror is recommended for award as the Secondary Contractor for Services Category II- Onsite Interpretation, please state whether or not the Offeror will accept potential award as Secondary Contractor, or whether the Offeror will decline the potential award.
10. If the Offeror is currently registered with the Maryland Department of Assessments and Taxation (SDAT) to do business in the State of Maryland, please state whether the Offeror is in good standing with SDAT.
11. If the Offeror is registered with the Maryland Department of General Services as a Maryland Small Business Reserve (SBR) business, please provide its SBR registration number
12. If the Offeror is a MDOT certified minority Contractor, the certification number should be included in the Transmittal Letter which accompanies the Primary 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)
- Non-Disclosure Agreement
- Living Wage Affidavits

3.4.4 Format of Technical Proposal

Inside a sealed package described in Section 3.2 above, an unbound original, to be so labeled, five (5) 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. 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, email address, 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)

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 Go Live Date.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.15.2.

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 2.15.3.

3.4.5.1.10 State of Maryland Wiretapping Law

All Offerors for telephonic interpretation services shall provide written confirmation that they will comply with all federal and State wiretapping, intercepting, and recording statutes as amended from time to time, including the Maryland Courts & Judicial Proceedings Article § 10-402 and Criminal Law Article §9-602(a-b) of the Maryland Annotated Code, by not directly or indirectly monitoring, taping, intercepting, or recording conversations without permission.

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 Continuously Available Routine On-site interpretation.
 - C. Providing Expedited On-site interpretation.
 - D. Providing Critical On-Site interpretation.
 - E. 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.
 - F. 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 Go Live Date 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 Contract Commencement 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 Go Live Date.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.15.2.

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 2.15.3.

3.4.5.2.8(A) Discounted Pricing:

In accordance with RFP section 2.6.2.11 each Offeror shall state the percentage, if any, by which it will discount some or all of its prices on Attachment E, the financial proposal form, for onsite interpretation services identified below or any additional circumstances that may be specified by Offeror in its proposal:

- Long-term (beyond 8 hours) onsite interpretation assignments;
- Repetitive assignments of the same nature.

3.4.5.2.8(B) Offerors shall describe any circumstances in which additional discounted pricing shall apply; e.g. up to 16 hours; up to 24 hours; daily rate. In providing such descriptions Offerors are not to provide any specific pricing, they are only to quote a percentage (in whole percentages only) by which identified prices on the financial form will be discounted. Offerors may provide as many different circumstances of discounting as they choose.

- 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 document 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.
- 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 Go Live Date.

Maintaining a list of registered users in a commonly available electronic format (i.e. MS Excel, MS Access, etc.) as referenced in Section 2.15.2

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 2.15.3.

3.4.5.3.8(A) Discounted Pricing:

In accordance with RFP section 2.6.3.3, each Offeror shall state whether it will waive (refrain from charging) or discount any charges for written documents translation when there is repetitive text in the document being translated. For waiver situations, the Offeror must clearly identify in its proposal the circumstances when per-word price waivers will apply. For discount situations, the Offeror must clearly identify in its proposal the percentage by which it will discount some or all of its written document prices on Attachment E, the financial proposal form, for repetitive text translations or for any other circumstances.

3.4.5.3.8(B)

Offerors shall define repetitive text and describe any circumstances in which discounts or waivers shall apply instead of the prices contained on the financial proposal form. In providing such descriptions, Offerors are not to provide any specific pricing; they are only to quote a percentage (in whole percentages only) by which identified prices on the financial form will be discounted. Offerors may provide as many different circumstances of discounting as they choose.

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 Its system reporting features and capabilities, and provide illustrative samples.

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 and Participation in User Meetings:

3.4.9.1 Assignment of Contractor Representative

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.

3.4.9.2 Participation in User Meetings:

3.4.9.2.1 In accordance with RFP sections 2.16.1 and 2.16.3, Offerors shall acknowledge agreement to participate in at least one Contract kick-off meeting and, if held, annual Contractor/user communication meetings (forums).

3.4.9.2.2 In addition, as per section 2.16 Offerors shall describe their willingness to:

A. Participate in additional Contract kick-off meetings and advise of how many.

B. Attend more than one Contractor/user communication meeting during each year of the Contract.

3.4.9.2.3 In addition to responding to the above described specific outreach/communications meetings, Offerors should provide a general description of other marketing/communications efforts they will undertake if awarded a Contract.

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

NOTE: Because there is no guarantee usage for any category of service, the following information should be provided for every \$10,000 of usage.

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer or other designated Department personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the offeror's superior performance under the contract;
2. descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The 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.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

3.4.13 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. (Subcontractors 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, five 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.

For Service Category I (Telephonic Interpretation Services)

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.

For Service Category II (On-Site Interpretation Services)

- 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.
- B1. The hourly price for the additional non-Core Languages for Expedited On-Site cannot exceed the average price of the core language interpretation Routine On-site price by more than 50%.
- B2. The hourly price for the additional non-Core Languages for Critical On-Site cannot exceed the average price of the core Routine On-site price by more than 100%.

- 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)

The 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.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Committee

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 Service Category I

- (1) Core Language Requirements (2.2.1); (2.3.1) (2.3.3); (3.4.5.1.2); including the number of interpreters.
- (2) Non-Core Language Requirements (2.3.4); (3.4.5.1.1); (3.4.5.1.2); including the number of interpreters.
- (3) General Requirements (2.3.2); (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 (2.7.1); (2.7.2.1); (2.7.3.1); (2.7.4); (3.4.7)
 - (b) Interpreter Training/Certification (Ref. Sections (2.3.6); (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 (2.3.5); (3.4.5.1.8)
 - (d) Billing Capability (2.3.1); (2.3.4); (3.4.5.1.4(E)); (3.4.8)
 - (e) Complaint Resolution (2.8.1); (2.8.2); (2.8.4); (3.4.6)
 - (f) Contractor Representative (2.10); (3.4.4.3.2); (3.4.9)
 - (g) Contract Start-up/User Registration List/Contract Transition (2.15); (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 (2.4.2); (2.5.4); (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 (2.4.5); (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 (2.4.3); (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 (2.7.1); (2.7.2.2); (2.7.3.2); (2.7.4); (3.4.7)
 - (b) Interpreter Training/Certification (2.4.7); (2.13); (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 (2.4.6); (3.4.5.2.6); (3.4.5.2.6(A)); (3.4.5.2.6(B))
 - (d) Billing Capability (2.6.2); (2.6.4); (3.4.5.2.3(G)); (3.4.5.2.4(H)); (3.4.5.2.4(I)); (3.4.8)
 - (e) Complaint Resolution (2.8.1); (2.8.3); (2.8.4); (3.4.6)
 - (f) Contractor Representative (2.10); (3.4.4.3.2); (3.4.9)
 - (g) Contract Start-up/User Registration List/Contract Transition (2.15); (3.4.5.2.7)
- (6) Discounted Pricing (3.4.5.2.8)
- (7) Economic Benefit (3.4.12)
- (8) Financial Capability and Insurance (3.4.10); (3.4.11)

4.2.2.3 Service Category III

- (1) Core Language Requirements (2.5.1); (2.5.3); (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 (2.5.4); (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 (2.5.2); (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 (2.7.1); (2.7.2.3); (2.7.3.3); (2.7.4); (3.4.7)
 - (b) Interpreter Training/Certification (Ref. Sections (2.5.6); (2.13); (3.4.5.3.5(A)); (3.4.5.3.5(B)); (3.4.7.1.4)
 - (c) User Registration (Ref. Sections (2.5.5); (3.4.5.3.6(B))
 - (d) Billing Capability (2.6.3); (3.4.5.3.3(B)); (3.4.8)
 - (e) Complaint Resolution (2.8.1); (2.8.4); (3.4.6)
 - (f) Contractor Representative (2.9); (3.4.4.3.2); (3.4.9)
 - (g) Contract Start-up/User Registration List/Contract Transition (2.15); (3.4.5.3.7)

- (6) Discounted Pricing (3.4.5.2.8)
- (7) Economic Benefit (3.4.12)
- (8) 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, technical factors will have equal to weight price factors.

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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) shall be completed and submitted with the Offeror’s technical proposal. The Outreach Efforts Compliance Statement (Attachment D-2) and Subcontractor Project Participation Statement (Attachment D-3) 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 _____, 2012 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 _____ 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 Erin S. Oliver 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. 050B2400001, 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

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 _____ and ending on _____, 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 to the Contractor shall be made no later than thirty (30) days after the requesting State agency receipt of a proper invoice for services provided by the Contractor, acceptance by the requesting agency 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 DBM Contract Administrator. 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 Administrator, 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 Administrator. 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 Erin S. Oliver of the Department.

30.2 Contract Administrator. The Contract Administrator is Jacqu  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: _____

31. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. The contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all sub-contracts.

- C As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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 _____, 201_.

Assistant Attorney General

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

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §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 subsection (1) through (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) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Address:

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

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-4) 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-5) that identifies the prime Contract. The D-5 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 | <u>Certified MBE Utilization and Fair Solicitation Affidavit</u> (shall be submitted with bid or offer) |
| D-2 | <u>Outreach Efforts Compliance Statement</u> (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) |
| D-3 | <u>Subcontractor Project Participation Statement</u> (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) |

- D-4 Prime Contractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the Prime Contractor)
- D-5 Subcontractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the MBE subcontractor)

ATTACHMENT D-1
Certified MBE Utilization and Fair Solicitation
Affidavit

In conjunction with the offer submitted in responses to Solicitation Number **050b2400001**, I affirm the following:

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

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a complete waiver, in whole, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
- I conclude that I am unable to achieve the entire MBE participation goal. I hereby request a partial waiver of the overall goal and have identified the portion of the MBE goal I intend to achieve through a specific commitment of the certified Minority Business Enterprises listed in the MBE Participation Schedule below. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation (for the portion I am unable to achieve) in accordance with COMAR 21.11.03.11.
1. ***I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:***
- (a) Outreach Efforts Compliance Statement (Attachment D-2)
 - (b) Subcontractor Project Participation Certification (Attachment D-3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

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

Continue on a separate page, if needed

SUMMARY

ATTACHMENT D-1 CONT.

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

SUMMARY

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number **050B240001**, I state the following:

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

Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)

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

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

_____ This project does not involve bonding requirements.

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

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

ATTACHMENT D-3

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the State contract in
(Prime Contractor Name)
conjunction with Solicitation Number 05B2400001,
it and _____,

MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor _____

(Describe Work)

_____ No bonds are required of Subcontractor.

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

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

ATTACHMENT D-4

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number

Purchase Order Number

MBE Subcontract Amount

Contract Begin Date

Contract End Date

Prime Contractor

Address

City

Phone

Subcontractor

Address

City

Phone

Contact Person

State _____ Zip

Fax

Contact Person

State _____ Zip

Fax

Subcontractor Services Provided

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

- 1.
- 2.
- 3.

Total Amount Unpaid \$ _____

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

Signature _____
(Prime Contractor)

Date _____

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

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215

ATTACHMENT D-5
Minority Business Enterprise Participation
SUBCONTRACTOR PAYMENT REPORT

TO BE COMPLETED MONTHLY BY MBE SUBCONTRACTOR

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number

Purchase Order Number

MBE Subcontract Amount

Contract Begin Date

Contract End Date

MBE Subcontractor Name

MDOT Certification #

Contact Person

Address

City _____ State _____ Zip

Phone _____ Fax

Subcontractor Services Provided

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

- 1.
- 2.
- 3.

TOTAL DOLLARS PAID

\$ _____

Prime Contractor Name

Signature _____
(Subcontractor)

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

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

List dates and amounts of any outstanding invoices.

- 1.
- 2.
- 3.

TOTAL DOLLARS UNPAID

\$ _____

Contact Person

Date _____

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215

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:

FINANCIAL PROPOSAL FORM

TELEPHONIC INTERPRETATION SERVICES (continued):

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES:

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES (continued):

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES:

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES (continued):

ATTACHMENT F –NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2012, 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. 050B2400001 dated July 1, 2012, (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 VOIDED CHECK 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

To Requestor:

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

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

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 entitled “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), and MBE Participation Schedule (Atch D-2)? 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) <i>if proposing for Service Category I</i>], On-Site References – Core Languages [Atch J(2) <i>if proposing for Service Category II</i>], Written Document References – Core Languages [Atch J(3) <i>if proposing for Service Category III</i>], References – Additional Languages / Dialects [Atch K(1) <i>if proposing for Service Category I</i>], References – Additional Languages / Dialects [Atch K(2) <i>if proposing for Service Category II</i>], and References – Additional Languages / Dialects [Atch K(3) <i>if proposing for Service Category III</i>]?		
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 Reporting/Training?		
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. 050B240001
Statewide Language Interpretation Services**

A Pre-Proposal Conference will be held at 10:00 AM, on March 13, 2012, at 45 Calvert Street, Annapolis, MD 21401. Please return this form by March 9, 2012 advising whether or not you plan to attend.

Return or fax this form to the Procurement Officer:

Erin S. Oliver
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 138
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

- A. Amharic
- B. Arabic
- C. Bengali
- D. Burmese
- E. Chin
- F. Chin Hahka
- G. Chinese (Inclusive of Mandarin and Cantonese)
- H. Creole
- I. Farsi / Afghani
- J. Farsi / Iranian
- K. Farsi / Persian
- L. French
- M. French Creole
- N. Gujarati
- O. Haitian Creole
- P. Hindi
- Q. Korean
- R. Nepali
- S. Portuguese
- T. Romanian
- U. Russian
- V. Somali
- W. Spanish
- X. Swahili
- Y. Tagalog
- Z. Tigrinya
- AA. Turkish
- BB. Urdu
- CC. 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 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

Note: The percentages are based on number of minutes interpreted and not the total calls

MD Non-State Entities Use of
Telephonic Interpretation
7/1/07 thru 6/30/11

Client	# of Calls	Percent %
Baltimore City Police Department	7831	50.67%
Charles County Detention Center	600	20.49%
Baltimore City Schools	1255	12.25%
Harford County Detention Center	179	4.69%
Fowler Trio LLC / AAA Transport	497	4.40%
St. Mary's County Detention Center	195	3.54%
Anne Arundel County Public Schools	164	1.21%
Hagerstown Detention Center	39	0.85%
Cherry Lane Nursing Center	27	0.43%
Cecil County Public Schools	14	0.37%
Elkton Police Department	9	0.27%
Salisbury Police Department	9	0.15%
Denton Elementary School	2	0.11%
Talbot County Public Schools	2	0.11%
Planned Parenthood Of Maryland	11	0.10%
Cumberland Police	10	0.07%
City Of Bowie	9	0.07%
Salisbury Fire Department	4	0.05%
Calvert Sheriffs Department	2	0.04%
Baltimore City Correctional Ctr. For Men	1	0.03%
Silver Spring Police Station	1	0.03%
Germantown Police Station	2	0.03%
Allegany County Sheriffs Department	1	0.03%
Baltimore County Police	2	0.02%
Anne Arundel County Public Library	3	0.01%
Wicomico County Free Library	1	0.01%
Department of Finance	1	0.01%
Howard County Dept of Finance	1	0.00%

MD Non-State Entities Use of
Telephonic Interpretation by Language
7/01/2007 thru 6/30/2011

Language	# of Calls	Percent %
Spanish	9857	87.15%
Russian	197	2.36%
Mandarin	133	1.77%
Arabic	85	1.13%
French	83	1.04%
Vietnamese	83	1.02%
Korean	85	1.01%
Tigrinya	41	0.62%
Chinese	66	0.56%
Nepali	42	0.35%
Thai	8	0.29%
Pulaar	5	0.28%
Portuguese	10	0.21%
Urdu	11	0.19%
Swahili	22	0.17%
Hindi	14	0.15%
Laotian	3	0.14%
Polish	9	0.13%
Japanese	3	0.13%
Gujarati	4	0.13%
Bengali	11	0.11%
Albanian	2	0.10%
Burmese	7	0.09%
Mongolian	5	0.08%
Cantonese	15	0.08%
Tagalog	7	0.07%
Somali	5	0.07%
Italian	7	0.06%
Greek	3	0.06%
Dinka	2	0.05%
Kurdish	5	0.05%
Fulani (Fula)	2	0.04%
Czech	3	0.04%
Turkish	4	0.03%
French Creole	2	0.03%
Chin	4	0.03%
Amharic	3	0.02%

Farsi	3	0.02%
German	3	0.02%
Yoruba	1	0.02%
Wolof	2	0.02%
Samoan	1	0.02%
Ethiopian	2	0.02%
Punjabi	3	0.01%
Ukrainian	1	0.01%
Moroccan	1	0.01%
Bosnian (Serbo Croatian)	2	0.01%
Palauan	1	0.01%
Romanian	1	0.01%
Tamal	1	0.01%
Cambodian (Khmer)	1	0.00%
Chuukese (Trukese)	1	0.00%

MD State Use of
Telephonic Interpretation By Language
7/1/2007 – 6/30/2011

Language	# of Calls	Percent %
Spanish	90947	85.48%
Burmese	1477	2.26%
Korean	1211	1.42%
Mandarin	710	1.10%
Vietnamese	832	1.03%
French	630	0.89%
Russian	540	0.66%
Arabic	348	0.62%
Portuguese	454	0.60%
Haitian Creole	488	0.59%
Amharic	283	0.50%
Nepali	282	0.43%
Creole	308	0.42%
Chin	206	0.33%
Chinese	235	0.29%
Farsi	153	0.25%
Tigrinya	158	0.23%
French Creole	218	0.23%
Cantonese	118	0.16%
Hindi	122	0.16%
Somali	110	0.15%
Turkish	86	0.15%

Swahili	107	0.15%
Urdu	108	0.14%
Romanian	74	0.13%
Chin - Hahka	99	0.11%
Sinhalese	35	0.11%
Tagalog	73	0.10%
Gujarati	57	0.08%
Bengali	63	0.08%
Haka Chin	48	0.07%
Japanese	28	0.07%
Mongolian	42	0.06%
Nepalese	29	0.06%
Polish	44	0.05%
Cambodian (Khmer)	30	0.05%
Sinhala	17	0.05%
Thai	34	0.05%
Italian	18	0.04%
Greek	18	0.04%
Portuguese - Brazilian	12	0.04%
Laotian	19	0.03%
Albanian	18	0.03%
Bulgarian	17	0.03%
TWI	10	0.03%
Hakha - Chin	15	0.02%
Bosnian (Serbo Croatian)	14	0.02%
Hebrew	13	0.02%
Punjabi	13	0.02%
Lithuanian	7	0.02%
Kurdish	4	0.02%
Armenian	9	0.01%
German	8	0.01%
Ukrainian	9	0.01%
Chin - Haka	5	0.01%
Czech	9	0.01%
Tamil	4	0.01%
Fulani (Fula)	9	0.01%
Mandinka	4	0.01%
Malayalam	5	0.01%
Wolof	7	0.01%
Pulaar	5	0.01%
Samoan	9	0.01%
Ethiopian	8	0.01%

Chin - Mizo	6	0.01%
Ewe	6	0.01%
Krio	4	0.01%
Ilocano	5	0.01%
Kinyarwanda	5	0.01%
Kirundi	4	0.01%
Malay (Bahasa Melayu)	2	0.01%
Indonesian	6	0.01%
Dari	3	0.01%
IGBO	6	0.01%
Khmer (Cambodian)	3	0.01%
Chin-Tedim	1	0.01%
Uzbek	5	0.01%
Sundanese	2	0.01%
Nuer	1	0.01%
Marshallese	3	0.01%
Oromo	2	0.01%
Chin-Falam	1	0.00%
Chaldean	1	0.00%
Mixteco Bajo	1	0.00%
Telugu	3	0.00%
Hausa	2	0.00%
Fukienese	1	0.00%
Shanghainese	2	0.00%
Mixteco	3	0.00%
Croatian	3	0.00%
Mandingo	4	0.00%
Serbo Croatian	3	0.00%
SIERRA LEONE	3	0.00%
Georgian	2	0.00%
Ashanti	1	0.00%
Bahasa Melayu (Malaysian)	1	0.00%
Mina	1	0.00%
Brazilian Portuguse	1	0.00%
Hungarian	2	0.00%
Afghanistani	2	0.00%
Pashto	4	0.00%
Lingala	3	0.00%
Slovak	2	0.00%
Yoruba	2	0.00%
Palauan	1	0.00%
Bugan	1	0.00%

French-Canadian	3	0.00%
Ibo	3	0.00%
Rundi	1	0.00%
Nigerian	3	0.00%
Malaysian	2	0.00%
Tai-Dam	1	0.00%
Finnish	2	0.00%
Filipino	1	0.00%
Cebuano	1	0.00%
Akan	1	0.00%
Hmong	1	0.00%
Dinka	1	0.00%
Tigrigna	2	0.00%
Q'anjob'al	1	0.00%
Hakka	1	0.00%
CHI	1	0.00%
Portuguese Creole - Cape Verdian Creole	2	0.00%
Tagranian	1	0.00%
Pampangan	2	0.00%
Karenni	1	0.00%
Liberian	1	0.00%
Taiwanese	1	0.00%
Visayan	1	0.00%
Karen	1	0.00%
Danish	1	0.00%
TTY	1	0.00%

MD State Agencies Use of
Telephonic Interpretation
7/1/07 thru 6/30/11

Client	# of Calls	Percent %
Maryland Motor Vehicles Administration	21367	12.17%
Central Processing Montgomery Co. Detention Center	5868	9.61%
Hyattsville	4149	6.98%
Offc. Of Operations, Eligibility and Pharmacy DHMH	10109	4.94%
Family Investment	5378	3.95%
Office Of Administrative Hearings	1677	3.44%
Upper Marlboro	1631	2.88%
Scaggsville - Howard County Safety Complex	2403	2.83%
Maryland MVA - VEIP	4875	2.45%
Central Booking	1597	2.37%

Appeals Division - DLLR	1020	2.26%
Robert F. Sweeney District Court Building	1512	1.99%
Child Protective Services	2134	1.93%
Frederick Co. Health Dpt. Nursing Division	1145	1.77%
Maryland Department Of Juvenile Services	1177	1.64%
Maryland State Police	1114	1.51%
John Hopkins WIC Program	865	1.49%
Office Of Public Defender Administration	972	1.46%
Wicomico Co. - Communicable Disease	1264	1.44%
Frederick County	1233	1.40%
Glen Burnie District Court Building	1026	1.31%
Frederick Co. Health Dpt., Administration	2215	1.30%
Catonsville	940	1.27%
Baltimore City D.S.S.	1270	1.27%
Springfield Hospital Center	709	1.24%
Washington County Health Department	884	0.95%
Frederick County DSS - FIA	843	0.95%
Wicomico District Court	403	0.91%
Howard County District Court Multi-service Center	683	0.87%
Queen Anne's District Court Building	450	0.87%
Office Of Genetics & Children With Special Health	1366	0.81%
Towson	562	0.79%
Maryland Motor Vehicle Administration	1649	0.78%
Essex	620	0.77%
Talbot County Dept. Of Social Services	419	0.73%
Office Of The Public Defender	477	0.69%
Howard County Health Department	544	0.62%
Talbot County District Court Building	338	0.59%
Caroline District Court Building	234	0.54%
Circuit Court For Montgomery County	537	0.54%
TB Control	415	0.48%
Caroline County Social Services	365	0.47%
PRINCE GEORGE'S COUNTY HEALTH DPT.	383	0.45%
Cecil District Court Building	326	0.44%
MD. DLLR College Park Claims Ctr	326	0.36%
Cecil County Health Department	512	0.35%
Washington County District Court	199	0.34%
Clifton T. Perkins Hospital Center	170	0.32%
Wicomico Co. - Reproductive Health / Medical Recor	170	0.32%
Maryland MVA Glen Burnie	375	0.29%
District Court Of Maryland - Facilities Admin	383	0.29%
Center For Cancer Surveilence & Control	499	0.28%

DLLR - Div Of Unemployment Insurance	225	0.27%
Frederick Co. Health Dpt. Mental Health	87	0.26%
Worcester District Court, Ocean City	171	0.25%
Kent County District Court Building	175	0.23%
Carroll County District Court Multi-service Center	223	0.23%
Maryland Motor Vehicle Administration - ICD	386	0.22%
Eastover Regional Booking Facility	119	0.22%
DLLR Labor and Industries Mosh	309	0.22%
DLLR CUMBERLAND CLAIM CTR.	211	0.22%
Baltimore City Infant & Toddlers Program	185	0.21%
District Court of Maryland	134	0.21%
Dorchester District Court	91	0.20%
MD Department Of Juvenile Services - Area III	95	0.20%
Thomas B. Finan Hospital Center	144	0.20%
MD Transportation Authority Police	134	0.19%
Wicomico County Health Department	87	0.19%
Charles County Dpt. Of Social Services	252	0.18%
DLLR - Unemployment Insurance Contribution Div.	306	0.18%
Prince George County CDC	147	0.18%
DLLR Baltimore Metro South Claim Center	157	0.17%
Office Of Childcare - Central Office	258	0.17%
Frederick County DSS - Social Services	211	0.16%
Deer's Head Hospital Center	260	0.16%
Calvert District Court Multiservice Center	86	0.15%
Cecil County WIC Program	133	0.15%
Maryland Transit Administration	247	0.15%
DHR / Office Of Home Energy Programs	208	0.14%
Maryland MVA Bel Air	48	0.14%
Baltimore City WIC Program	128	0.13%
Anne Arundel Department Of Social Services	153	0.13%
Somerset - District Court	60	0.12%
State Of MD DHMH	186	0.12%
Prince George Co. Health Dpt. Div. Enviromental H.	165	0.11%
Anne Arundel Department Of Health	160	0.11%
Baltimore Health Care Access	97	0.11%
Frederick Co. Health Dpt School Based Health	127	0.10%
Division Of Rehabilitation Services	95	0.10%
MD. Division Of Parole & Probation	44	0.09%
Connections Beyond Site & Sound	143	0.09%
Recoveries Division	139	0.09%
DLLR Unemployment Insurance - Towson	72	0.08%
MD. Correctional Institution Hagerstown	59	0.08%

Somerset County Department Of Social Services	38	0.07%
Spring Grove Hospital Ctr.	52	0.07%
St. Mary's Co. Dpt. Of Social Services	49	0.07%
DLLR DUI QUALITY CONTROL	48	0.07%
Maryland Department Of Taxation	116	0.07%
MD Aviation Administration	136	0.07%
Anne Arundel Circuit Court	43	0.06%
Frederick County DSS - Child Support	51	0.06%
Worcester County DSS	50	0.06%
Queen Anne's County WIC Program	52	0.06%
Maryland Insurance Administration	116	0.06%
Eastern Shore Hospital Center	20	0.05%
MD Department Of Juvenile Services - Area V	61	0.05%
Worcester District Court, Snow Hill	33	0.04%
Maryland Office Of The Attorney General	73	0.04%
Maryland State Department Of Education	64	0.04%
Circuit Court For Talbot County	27	0.04%
Washington County WIC Program	19	0.04%
Dorchester County Department of Social Services	34	0.04%
Baltimore City Health Department	81	0.04%
Kent County Health Department	55	0.04%
Circuit Court For Caroline County	23	0.04%
Queen Anne's County Health Department	17	0.03%
Frederick County WIC Program	16	0.03%
Maryland Motor Vehicle Administration - ICD	66	0.03%
Circuit Court For Baltimore City	35	0.03%
Maryland MVA White Oak	46	0.03%
Harford County Dpt. Of Community Svces.	33	0.03%
Maryland MVA Gaithersburg	32	0.03%
MD Department Of Juvenile Services - Area I	58	0.03%
Office Of Health Care Quality	23	0.02%
State Of MD Kent County DSS	23	0.02%
DLLR HAGERSTOWN ADJUDICATION CTR.	26	0.02%
Frederick Co. Health Dpt Developmental Center	31	0.02%
TB Control - Baltimore 03	26	0.02%
Allegany County District Court Building	12	0.02%
Dept Of Health and Mental Hygiene	13	0.02%
Cecil County DSS	27	0.02%
Garrett District Court Building	13	0.02%
Maryland Office For New Americans	19	0.02%
Maryland State Dept. Of Human Resources Office	36	0.02%
Financial Regulation (DLLR)	50	0.02%

Department Of Labor, Licensing & Regulation	12	0.02%
Circuit Court For Anne Arundel County	20	0.02%
St. Mary's County Health Department	23	0.02%
Maryland MVA Frederick	11	0.02%
DLLR (div. Of Occ. and Prof. Licensing)	13	0.02%
Community Clinic, Inc.	19	0.02%
Carroll County Health Department	30	0.02%
MD Kids in Safety Seats	41	0.02%
Allegany County Health Department	27	0.02%
MD DHMH	22	0.02%
Prince George's County Department of Social Servic	10	0.02%
Circuit Court For Carroll County Courthouse	10	0.02%
Governor's Office Of Crime Control & Prevention	31	0.02%
Howard County WIC Program	20	0.02%
MD. Reception Diagnostic Ctr.	7	0.01%
Office Of Child Care Region X Southern Tri-county	22	0.01%
Aberdeen Community Service Bldg., WIC	6	0.01%
DHMH DDA Headquarters	13	0.01%
Washington DSS	15	0.01%
Comptroller Of Maryland	16	0.01%
Anne Arundel County WIC Program	6	0.01%
Maryland State WIC Program	22	0.01%
Wicomico Co. - Maternal Child Health	18	0.01%
Baltimore City Commission on Aging and Ret. Ed.	10	0.01%
Department Of Aging - Baltimore County	21	0.01%
MD Department Of Juvenile Services - Area IV	5	0.01%
Washington Co. Health Dpt.	21	0.01%
Rockville District Court	10	0.01%
Mont. Co. Office Of Child Support	5	0.01%
DLLR - Waldorf Adjudication Center	14	0.01%
Maryland MVA Beltsville	5	0.01%
Circuit Court For Prince George's County	17	0.01%
Prince George's County WIC Program	5	0.01%
Maryland Department Of Aging	18	0.01%
Circuit Court For Howard County	12	0.01%
Baltimore County WIC Program	10	0.01%
Admin Office Of The Courts/Program Services	7	0.01%
Frederick Co. Health Dept HEAP	5	0.01%
State Of MD DHMH / Walter P. Carter Ctr.	5	0.01%
Circuit Court For Wicomico County	9	0.01%
Office Of Child Care Region V	15	0.01%
Calvert County Department Of Social Services	7	0.01%

Office Of Child Care Region VI	3	0.01%
Bureau of Adolescent and Reproductive Health	2	0.01%
Wicomico County Health Department	4	0.01%
Talbot County Health Department	8	0.01%
Circuit Court For Kent County	3	0.01%
MSHA- Office Of Traffic & Safety	7	0.01%
DCDH MATERNITY	7	0.01%
Catholic Charities MC Family Center	9	0.01%
DCHD CHILD HEALTH-CPHF	11	0.01%
Office Of Child Care Region XIII	6	0.01%
North Branch Correctional Institution	5	0.01%
Talbot County State's Attorney's Office	2	0.01%
Western Maryland Hospital Center	4	0.00%
Dorchester County Health Department - State Of MD	9	0.00%
Maryland MVA Glen Burnie	2	0.00%
DHMH SMRO	1	0.00%
DHMH CMRO DDA	1	0.00%
Circuit Court For Baltimore County	5	0.00%
Maryland MVA Waldorf	4	0.00%
Circuit Court For Dorchester County	4	0.00%
Circuit Court For Frederick County	5	0.00%
Greater Baden WIC Program	1	0.00%
Wicomico Co. - Addictions	4	0.00%
Maryland MVA Westminster	6	0.00%
Circuit Court For Talbot County	4	0.00%
MSHA - La Plata Shop	1	0.00%
Upper Shore Community Mental Health Center	2	0.00%
Calvert County Health Department	5	0.00%
Frederick Co. Department on Aging	3	0.00%
Dept. SS	1	0.00%
ACCU / F730N	5	0.00%
Maryland State Police - Frederick	4	0.00%
Maryland MVA Walnut Hill Express	5	0.00%
DCDH MCHP ELIG DETERMIN	4	0.00%
Nursing-MAPC / F403N	4	0.00%
Department Of Juvenile Services	2	0.00%
Maryland Department Of Budget and Management	2	0.00%
Carroll County WIC Program	1	0.00%
Frederick Co. Health Dpt Substance Abuse Div.	6	0.00%
MD MVA VEIP - Carroll Co.	3	0.00%
MD Parole Commission	1	0.00%
Housing Authority Of Baltimore City	4	0.00%

District Court Of Maryland Headquarters	1	0.00%
DCDH ADMIN CARE COORD	3	0.00%
Maryland MVA Annapolis	2	0.00%
Maryland MVA Easton	2	0.00%
DHMH DDA	1	0.00%
Maryland Department Of Transportation	1	0.00%
Frederick Co. Health Dpt AERS Program	1	0.00%
DCDH ADULT DAY CARE	1	0.00%
DCDH ADULT EVAL & REVIEW SERV	1	0.00%
Maryland MVA Baltimore City	1	0.00%
Washington County Health Department - MD	2	0.00%
DCDH HEALTH ED RISK REDUCTION	1	0.00%
Maryland MVA Cumberland	2	0.00%
MSHA - Office Of Maintenance	3	0.00%
MD MVA VEIP - Montgomery Co., East	1	0.00%
Washington Co. Health Dpt.	2	0.00%
Allegany County DSS	2	0.00%
Circuit Court For Somerset County	2	0.00%
Dowell Health Center- Towson University	1	0.00%
TB Control-carolina 05	1	0.00%
Maryland Health Care Co.	1	0.00%
MSHA - Frederick Maintenance	1	0.00%
Office on Aging / Harford County Government	1	0.00%
Eastern	1	0.00%
Garrett County Health Department	4	0.00%
Group Home	4	0.00%
MD Department Of Juvenile Services - Area II	2	0.00%
Office Of Child Care Region III	2	0.00%
Community Service	4	0.00%
Caroline County WIC Program	1	0.00%
Wicomico Co.- Core Service Agency	1	0.00%
MD DHMH/Mental Hygiene Administration	2	0.00%
MSHA - Golden Ring Maintenance Shop	1	0.00%
Maryland Motor Vehicles Admin	2	0.00%
MD. State Division Of Pre-trial Detention & Ser	2	0.00%
Baltimore County Detention Center	1	0.00%
Circuit Court For St. Mary's County	1	0.00%
General Administration	1	0.00%
Dept Mental Hlth Rape & Sexual Assault Prevention	2	0.00%
MSHA - Hereford Shop	1	0.00%
Maryland MVA Essex	1	0.00%
Maryland State Highway Administration	1	0.00%

North Branch Correctional Institution	2	0.00%
DCDH STD	1	0.00%
Circuit Court For Washington County	2	0.00%
DCDH D&A SERVICES/CHILD DEV DIS	1	0.00%
DCDH TOBABO CESS. CONT. ED. FOR DENTAL	1	0.00%
Global Options Group	2	0.00%
Office Of Child Care Region XI	1	0.00%
Maryland MVA Hagerstown	1	0.00%
MSHA - Office Of Equal Opportunity	2	0.00%
MSHA - Office Of Real State	1	0.00%
MSHA - Office Of The Administrator	1	0.00%
MSHA - District 3	1	0.00%
MSHA - District 2	1	0.00%
Wicomico Co - Cigarette Restitution Fund / Colorec	1	0.00%
State Of MD Emergency Management Agency	1	0.00%
Msha-state Wide Operation Center	1	0.00%
MSHA - District 2	1	0.00%
MSHA - District 1	1	0.00%
MD MVA VEIP - Prince George's Co., South	1	0.00%
Maryland State Highway Administration	1	0.00%
MSHA - District 2	1	0.00%
Wicomico Co. - Developmental Disabilities	1	0.00%
Child Support Enforcement Admin	1	0.00%
Office Of Child Care Region IV	1	0.00%
Maryland Disability Determination Services	1	0.00%
MSHA - District 3	1	0.00%
MSHA- Project Planning Division (PPD)	1	0.00%
Office Of Child Care Region II	1	0.00%

**ATTACHMENT L(1) – HISTORICAL SUMMARY –
ON-SITE INTERPRETATION FOR EASTERN SHORE**

LANGUAGE 7/1/2007 – 6/30/2011	NUMBER OF UNIQUE RECIPIENTS	PERCENT OF USE
Spanish	243	77.88%
Creole	21	6.73%
Portuguese	14	4.49%
Korean	8	2.56%
Turkish	5	1.60%
Arabic	4	1.28%
French	2	0.64%
Mandarin	2	0.64%
Polish	2	0.64%
Russian	2	0.64%
Vietnamese	2	0.64%
Bengali	1	0.32%
Hindi	1	0.32%
Punjabi	1	0.32%
Sri Lankan Tamil	1	0.32%
Swahili	1	0.32%
Tamil	1	0.32%
Urdu	1	

**Total
Recipients: 312**

ATTACHMENT L(2) – HISTORICAL SUMMARY - ON-SITE

STATE OF MD	STATE OF MD	STATE OF MD
On-Site Interpretation by Language 7/1/2007 – 6/30/2011	Unique Recipients	% of Total
Spanish	11,643	83.56%
Korean	368	2.64%
Russian	256	1.84%
Vietnamese	247	1.77%
Mandarin	218	1.56%
Farsi-Iranian/Persian	124	0.89%
French	122	0.88%
Burmese	113	0.81%
Arabic	112	0.80%
Portuguese	83	0.60%
Amharic	81	0.58%
Urdu	57	0.41%
Cantonese	53	0.38%
Creole	52	0.37%
Nepalese	48	0.34%
Hindi	29	0.21%
Farsi-Afghani	23	0.17%
Tagalog	22	0.16%
Bengali	19	0.14%
Somali	18	0.13%
Cambodian/Khmer		0.11%

	16	
Polish	16	0.11%
Tigrinya/Eritrean	15	0.11%
Punjabi	13	0.09%
Turkish	13	0.09%
Swahili	12	0.09%
Gujarati	11	0.08%
Lao	10	0.07%
Albanian	7	0.05%
Bosnian	7	0.05%
Chin	7	0.05%
Greek	7	0.05%
Hebrew	6	0.04%
Romanian	6	0.04%
Twi	5	0.04%
Ukrainian	5	0.04%
Bulgarian	4	0.03%
Fulani	4	0.03%
Georgian	4	0.03%
German	4	0.03%
Japanese	4	0.03%
Mixtec	4	0.03%
Sinhalese	4	0.03%
Tamil	4	0.03%
Thai	4	0.03%
Yoruba		0.03%

	4	
Croatian	3	0.02%
Czech	3	0.02%
Ewe	3	0.02%
Fukienese	3	0.02%
Italian	3	0.02%
Malayalam	3	0.02%
Serbo-Croatian	3	0.02%
Akan	2	0.01%
Fuji/Fujiman	2	0.01%
Indonesian	2	0.01%
Lingala	2	0.01%
Mongolian	2	0.01%
Serbian	2	0.01%
Ashanti	1	0.01%
Bhutanese	1	0.01%
Bisaya	1	0.01%
Foo Chow	1	0.01%
Haka	1	0.01%
Hausa	1	0.01%
Jamaican Patois	1	0.01%
Kinyarwanda	1	0.01%
Lithuanian	1	0.01%
Mam	1	0.01%
Pidgin English	1	0.01%
Pulaar		0.01%

	1	
Pushtu	1	0.01%
Sri Lankan Tamil	1	0.01%
Tai-Dam	1	0.01%
Taiwanese	1	0.01%
Tibetan	1	0.01%

Total Recipients 13,934

ATTACHMENT L(3) – HISTORICAL SUMMARY - WRITTEN DOCUMENT

Total # of Non-State Entities that have utilized the contract

Entities	# of entities	# of Requests
NON-STATE	22	1044

The following non-state entities have noticeable usage:

Baltimore County Public Schools	350
Frederick County Public Schools	194
City of Rockville	154
Washington County Public Schools	116
Baltimore City Public Schools	71
Requests Sorted By Top Languages	

DOCUMENT TRANSLATION:

LANGUAGE	STATE Requests	NON-STATE Requests	Total Requests
Spanish *	657	338	995
Korean *	59	110	169
Chinese *	45	129	174
French *	44	68	112
Vietnamese *	36	80	116
Russian *	35	71	106
Arabic *	35	52	87
Amharic *	29	8	37
Creole	28	6	34
Burmese *	26	43	69
Urdu	18	58	76
Hindi	18	7	25
Tagalog	18	7	25
Portuguese *	17	3	20
Polish	16	6	22
Gujarati	15	1	16
Farsi	13	6	19
Nepalese	13	3	16
Romanian	9	6	15
German	9	1	10
Tigrinia	8	0	8
Swahili	7	3	10
Somalian	7	1	8
Kurdish	4	1	5
Italian	3	1	4
Japanese	2	2	4

Turkish	1	2	3
Hebrew	1	1	2
Bengali	1	0	1
Indonesian	1	0	1
Jamaican Patois	1	0	1
Oromo	1	0	1
Punjabi	0	4	4
Bosnian	0	3	3
Serbian	0	3	3
Swedish	0	3	3
Greek	0	2	2
Lao	0	2	2
Thai	0	2	2
Yoruba	0	2	2
Albanian	0	1	1
Croatian	0	1	1
Finnish	0	1	1
Flemish	0	1	1
Kannada	0	1	1
Latvian	0	1	1
Pashto	0	1	1
Ukrainian	0	1	1
Bulgarian	0	1	1
Into English (language unknown)	1	0	1
Total	1178	1044	2222

ATTACHMENT M – ON-SITE INTERPRETER ASSIGNMENT SHEET

ATTACHMENT N – “POINT-TO-YOUR-LANGUAGE” CARD

**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.



ATTACHMENT P – LIVING WAGE REQUIREMENTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employment rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulation of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. 05B2400001;
STATEWIDE FOREIGN LANGUAGE SERVICES

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt form the Living Wage Law

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

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

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spend on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

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

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

Name of Authorized

Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date