

STATEWIDE FOREIGN LANGUAGE
INTERPRETATION and TRANSLATION SERVICES

**AN OVERVIEW OF THE CONTRACT'S
SERVICES**

PROJECT NO. 050B8400001

DEPARTMENT OF
BUDGET & MANAGEMENT

Contract Term: 3/1/2019 through 2/29/2024
(Categories I, II & III)

Please Note:

This Overview of the Contract's Services (Version 1, Dated February 21, 2019) is for general reference purposes only to describe the DBM Contract's scope of services. It is based upon the Contract's original solicitation and subsequent addenda; however, this replication is unofficial and to be used only as a reference. Three attachments at the end of this document are examples of documents referenced in the Scope of Services text. When viewing them electronically, it may take a short time for your system to 'pull them up.'

For cross reference purposes, the original solicitation's Section 2-Scope of Services herein is the same as the original solicitation's Section 2-Scope of Work (and its subsequent addenda) and the original solicitation's Section 3-Contractor Requirements: General Requirements herein is the same as the original solicitation's Section 3-Contractor Requirements: General Requirements (and its subsequent addenda). Information not pertaining to this document's current summary has been removed.

For the official RFP, its addenda, and other contractual documents, please see the DBM URL:
<https://dbm.maryland.gov/proc-contracts/Pages/contract-library/Services/Language2018.aspx>

Version 1 – February 21, 2019

**STATE OF MARYLAND
DEPARTMENT OF BUDGET & MANAGEMENT
RFP KEY INFORMATION SUMMARY SHEET**

Contract Name: STATEWIDE FOREIGN LANGUAGE INTERPRETATION AND TRANSLATION SERVICES (FLITS)

Contract Number: 050B8400001

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Division of Procurement Policy and Administration

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MBE Subcontracting Goal: For Service Category I – Telephonic: 10%.
For Service Category II - Onsite Interpretation: 10%.
For Service Category III - Written Translation: 10%.

VSBE Subcontracting Goal: For Service Category I – Telephonic: 1%.
For Service Category II - Onsite Interpretation: 1%.
For Service Category III - Written Translation: 1%.

Contract Type: Indefinite Quantity Contract with Fixed Unit Prices

Contract Duration: Five (5) years with no renewal options

Procurement Method Competitive Sealed Proposals (COMAR 21.05.03)

Table of Contents

SECTION 1 – NOT APPLICABLE	4
SECTION 2 – GENERAL STATEMENT AND SCOPE OF SERVICES	5
2.1 General Statement.....	5
2.2 Core Languages	6
2.3 Service Category I: Telephonic Language Interpretation.....	7
2.4 Service Category II: On-Site Language Interpretation	8
2.5 Service Category III: Written Document Language Translation.....	12
2.6 Service Category Billing.....	14
2.7 Reporting Requirements	16
2.8 Complaint Resolution	19
SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS.....	20
3.1 Insurance Requirements.....	20
3.2 Security Requirements	20
3.3 Problem Escalation Procedure	25
3.4 Invoicing	25
3.5 SOC 2 Type 2 Audit Report.....	26
3.6 MBE Reports	26
3.7 VSBE Reports.....	26
3.8 Liquidated Damages	27
3.9 Contract Kick Off and End of Contract Transition.....	28
3.10 Substitution of Personnel	29
3.11 State of Maryland Wiretapping Law.....	31
3.12 Non-Disclosure Agreement	31
OVERVIEW OF SERVICES ATTACHMENTS	33
ATTACHMENT 1 – Example of On Site Interpreter Assignment Sheet.....	34
ATTACHMENT 2 – Equal Access to Public Services Act.....	35
Md. Code Ann., State Gov’t § 10, Subtitle 11 (Supp. 2017).....	35
ATTACHMENT 3: ABBREVIATIONS AND DEFINITIONS	37

SECTION 1 – NOT APPLICABLE

SECTION 2 – GENERAL STATEMENT AND SCOPE OF SERVICES

(Referenced in the original solicitation as ‘Scope of Work’)

2.1 General Statement

- 2.1.1 The objective of this solicitation is to procure the services of a Contractor capable of providing telephonic language interpretation services, a Contractor capable of providing On-Site language interpretation services, and a Contractor capable of providing written document language translation 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 this RFP, personnel of non-State of Maryland government and nonprofit entities.
- 2.1.2 **All Contract prices, terms, and conditions must be provided to any Maryland local government or nonprofit entities requesting services under this Contract.**
- 2.1.3 Maryland County, municipal, and other non-State of Maryland governments or government agencies and nonprofit entities 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 nonprofit entities:
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.
- 2.1.4 A summary of historical data for each service category requested within this RFP has been included for informational purposes as Appendix III 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.
- 2.1.5 Section 10, Subtitle 11 of the State Government Article of the Maryland Code provides for equal access to public services for individuals with limited English proficiency. There has generally 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, nonprofit entities 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 the Equal Access to Public Services Act has been included for informational purposes as Attachment 2.
- 2.1.6 The purpose of this Request for Proposals is to provide Maryland State agencies with 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.
- 2.1.7 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.
- 2.1.8 DBM intends to award one (1) Contract to each Offeror whose proposal is deemed most advantageous to the State in each of the following Service Categories as follows:
- A. Service Category I: One (1) Contract award for telephonic interpretation services. (See Section 2.3)
 - B. Service Category II: One (1) Contract award for On-Site interpretation services. (See Section 2.4)

- C. Service Category III: One (1) Contract award for written document language translation services.
(See Section 2.5)

2.1.9 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 interpretation, On-Site interpretation, 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 one (1) and a maximum of three (3) Contractors for all service categories.

2.2 Core Languages

2.2.1 Historically, Spanish is the most commonly interpreted and translated language under this Contract. Spanish is classified as an essential Core Language and is priced separately on the Financial Proposal Form (Attachment B-3).

2.2.2 The following Core Languages apply to all service categories. Those languages marked with an asterisk (*) currently require the most interpretation/translation resources based upon historical usage. 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. Cantonese
- F. Chin Hakka
- G. Dari
- H. Farsi / Persian
- I. French *
- J. Gujarati
- K. Haitian Creole
- L. Hindi
- M. Korean *
- N. Mandarin*
- O. Nepali
- P. Portuguese *
- Q. Romanian
- R. Russian *
- S. Somali
- T. Swahili
- U. Tagalog
- V. Tigrinya
- W. Turkish
- X. Urdu

- Y. Vietnamese *

2.3 Service Category I: Telephonic Language Interpretation

2.3.1 General Telephonic Language Interpretation Services Requirements:

2.3.1.1 A single, toll-free, nationwide 800 number, provided from a facility within the Continental United States, to access all services. The definition of “Continental United States” includes the 48 contiguous states but not Alaska, Hawaii, Puerto Rico and the other U.S. territories.

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 per minute rate specified within Attachment B-3, Financial Proposal Form - Telephonic Interpretation Services.

2.3.1.2.2 See Section 2.6.1.3 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 B-3(A), 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 Monitor.

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 Monitor, if the Requesting Agency/Entity requests specific language interpretation more than 30 minutes in advance of the actual time it is needed.

2.3.1.6 The Offeror shall not require the Requesting Agency/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 thirty (30) 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 be required to 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. References for all proposed additional non-Core Languages and dialects shall be detailed on Appendix IV – References – Additional Languages / Dialects.

2.3.3.2 Upon notice to the Contract Monitor, 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 Monitor, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Monitor 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/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:

The Contractor shall create and provide a user ID to new users no later than 72 hours after receipt of a new user request from a Requesting Agency/Entity Representative.

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

2.3.6 Interpreter Procedure Manual:

No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide an electronic copy of its Interpreter Procedure Manual to the Contract Monitor. Contractor shall submit any changes to the Interpreter Procedure Manual to the Contract Monitor 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 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 Monitor. However, whenever an interpreter is used that is not on the most recent list provided to the Contract Monitor, the Contractor shall provide the address of that interpreter to the Contract Monitor within one (1) business day of when this interpreter provided services. General On-Site Language Interpretation Services Requirements:

2.4.2 Language interpretation services for Core languages and Non-Core languages shall be provided at the per hour rates as provided within Attachment B-3(B), Financial Proposal Form – On-Site Interpretation Services.

2.4.2.1 Attachment B-3(B) also includes pricing for Simultaneous Translation and Point-To-Your-Language Cards.

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 All On-Site interpreters shall conduct themselves professionally at all times while performing Contract services. Professional or business attire must be worn by interpreters while On-Site.

- 2.4.2.5 The minimum billable time will be two (2) hours.
- 2.4.2.6 If it is anticipated that interpreter services will be needed in excess of four (4) hours for a single session, the Requesting Agency/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 Requesting Agency/Entity otherwise.
- 2.4.2.7 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 Monitor.
- 2.4.2.8 Reservation of an interpreter, preferably via an online reservation system, or as otherwise approved by the Requesting Agency/Entity, for On-Site service if a request is placed for a specific language interpretation in advance of the actual time it is needed. See section 2.4.4.1 for reservation timeframes.
- 2.4.2.9 On-Site interpreters shall maintain the ability to interpret terminology related to the legal, medical, psychological/mental health, penal/correctional and dental fields to the extent contained in each Contractor's Technical Proposal.
- 2.4.3 Required On-Site Language Interpretation Services shall be Continuously Available, and provided per the following procedures:
 - a. The Contractor shall confirm receipt of each work order request by email within two hours of its receipt.
 - b. The Contractor will obtain all necessary account, contact, and service information;
 - c. The Contractor will confirm the placement of an Interpreter for each work order to the Requesting Agency/Entity;
 - d. All of the above-referenced communications and requirements in this Section 2.4.3 shall be in writing (email) and provided to the Requesting Agency/Entity.
- 2.4.4 The Requesting Agency/Entity must contact the Contractor for On-Site services. The Categories of service and rates are based on the amount of advanced notice given by the Requesting Agency/Entity. The procedure noted in Section 2.4.3 remains unchanged. The amount of advanced notice that the Requesting Agency/Entity gives the Contractor may affect the rates utilized for the services by the Contractor. 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 Contractor shall confirm in writing to the Requesting Agency/Entity within two hours receipt of any work order;
 - B) Confirmation: As noted in 2.4.3 the Contractor 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 Contractor will automatically notify the Requesting Agency/Entity 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 Contractor, the Requesting Agency/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/Entity must have as to whether the work will be filled with an interpreter. Subsequently, the Contractor will honor the time indicated for the written notification request.

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

2.4.4.3 The Contractor shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Appendix II 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 Contractor shall provide 250 “Point-To-Your-Language” cards to the Contract Monitor. Cards may be ordered by Requesting Agency/Entities in batches of 25. See 2.4.6.2.

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/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.

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 be required to 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. References for all proposed additional non-Core Languages and dialects shall be detailed on Appendix IV – References – Additional Languages / Dialects.

2.4.5.2 Upon notice to the Contract Monitor, 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 Monitor, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Monitor 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 Upon account set-up, the Requesting Agency/Entity shall specify who will receive written confirmation of the assigned On-Site interpreter, which will be submitted via e-mail.

2.4.6.2 Upon account set-up, the Primary Contractor shall provide 250 "Point-To-Your-Language" Cards. If additional cards are requested by any Requesting Agency/Entity, the Contractor shall be paid the per card 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.

2.4.6.3 The Contractor shall create and provide a user ID to new users no later than 72 hours after receipt of a new user request from a Requesting Agency/Entity representative.

2.4.7 Interpreter Procedure Manual:

No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a copy of their Interpreter Procedure Manual to the Contract Monitor. Contractor shall submit any On-Site related changes to the Interpreter Procedure Manual to the Contract Monitor 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, psychological/mental health, penal/correctional, dental, etc.

2.4.9 Simultaneous Interpretation Services (currently used exclusively by the Department of Public Safety and Correctional Services)

2.4.9.1 Upon notice from a Requesting Agency/Entity, the Contractor may be required to provide Simultaneous Interpretation services. These services are distinct from On-Site services. Billing is for either On Site or Simultaneous Interpretation, but not both. The Contractor may not be paid under both categories for a single interpretation session.

2.4.9.2 Two (2) interpreters are required for each session. It is preferred that the same interpreters be used for each session, however, interpreters may be substituted with prior approval of the Requesting Agency/Entity.

2.4.9.3 Contractor shall provide one (1) portable interpretation system with 2 transmitters and 30 headsets/receivers. The Contractor shall bring the equipment to every session. The Contractor shall also provide several back-up headsets in case of equipment failure.

2.4.9.4 Contractor is responsible for the operation of the portable interpretation system. If an accurate, comprehensible interpretation is not possible due to a technical malfunction in any of the equipment listed in 2.4.9.3, the Contractor shall repair or replace the equipment to the satisfaction of the Requesting Agency/Entity.

2.4.9.5 The interpreters should be familiar with correctional terminology such as intel, defensive tactics instruction, emergency response and leadership.

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.), certified mail or courier delivery. The typical delivery is expected to be by e-mail.

2.5.1.1.1 Contractor shall ensure that e-mails and associated attachments to the State containing sensitive information are sent in a secure fashion, using data encryption consistent with State policy. This includes Personally Identifiable Information (PII) and Protected Health Information (PHI).

2.5.1.2 No documents may be sent outside of the **Continental** United States for translation. **All State data must be stored on servers located in the Continental United States.**

2.5.1.2.1 Translation services shall be **performed and** provided within the **Continental** United States.

2.5.1.2.2 Translators used by the Contractor for this Contract shall be thoroughly knowledgeable about U.S.-domestic-culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S., or has spent significant recent time in this country and is directly knowledgeable regarding U.S.-domestic-culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to the Contract Monitor for resolution.

2.5.1.2.3 When requesting written translation services the Requesting Agency/Entity may include instructions concerning expected content or characteristics of the translated document, such as but not necessarily limited to:

- The educational level of the target audience which may need the translation reduced to very simple, easily understood terms.
- Whether the document will be used for academic or professional (e.g., medical, legal or business) purposes which typically require the utmost precision in terms of wording, punctuation, etc.
- Whether any particular abbreviations, terms, slang, etc. should be included, (e.g., MVA instead of the Motor Vehicle Administration; ICE instead of Immigration and Customs Enforcement), or avoided.

The Contractor shall have translators available that can appropriately handle a wide variety of translation requests, especially ones involving the need to clearly communicate with immigrants who may have a limited understanding of American culture.

As per Section 2.6.3.3, the Contractor may be required to revise a translation assignment if the Requesting Agency/Entity determines the submitted translated document does not comply with its special instructions for the assignment.

- 2.5.1.3 When translating from the Source Language to the Target Language, the written text of the Target Language shall be typed on double-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.
- 2.5.1.4 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the per page word rates of the Source Language as provided within Attachment B-3(C), Financial Proposal Form – Written Document Translation Services.
- 2.5.1.5 No less than ten (10) days prior to commencement of the Contract, the Contractor shall submit a copy of its Source Document Requirements to the Contract Monitor. 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 translation.

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 (one) day from the day the Requesting Agency/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 requiring 20 or fewer pages of Target Language translation, the translation shall be completed within 1 week from the day the Requesting Agency/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 Monitor, 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 Monitor, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Monitor 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:

- 2.5.3.1 The Contractor shall create and provide a user ID to new users no later than 72 hours after receipt of a new user request from a Requesting Agency/Entity representative.

2.5.4 Translator Procedure Manual:

No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a copy of its Translator Procedure Manual to the Contract Monitor. Contractor shall submit any Written Translation related changes to the Translator Procedure Manual to the Contract Monitor within two (2) weeks of the Translator 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 Translator Training and Certification;

- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, psychological/mental health, penal/correctional, 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/Entity Representative must contact the Contractor for written document language translation services;

2.5.6.2 The Contractor as applicable shall provide the Requesting Agency/Entity 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 Agency/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 Agency/Entity's account information under this Contract;
 - ii. the Requesting Agency/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. any timeline estimate and/or the work order's timeline requirement;
 - vi. any standards or special needs requirements of the Requesting Agency/Entity; and
 - vii. acknowledgement of any applicable liquidated damages.

2.5.6.3 The Contractor shall make this documented procedure available to the Contract Monitor within ten (10) days of Contract Commencement 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.

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 time required to set-up the conference call prior to the interpreter joining the call, 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.) However, the Contractor may bill five (5) cents per minute for the duration of any conference call initiated by the Contractor that continues once the interpreter is no longer participating.

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.

- 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.
- 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.
- 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 available on the following DBM Website:
<http://dbm.maryland.gov/Documents/FleetManagementServices/POVReimbursementRates2017.pdf>.
- 2.6.2.5 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 30 miles of On-Site location) over one for which travel will be billable, unless (a) a specific interpreter is requested by the Requesting Agency/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/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/Entity Representative determines the rationale for its usage is not sufficient, travel charges will not be paid.
- 2.6.2.6 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, 2.6.2.2 or 2.6.2.3, 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/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.
- 2.6.2.7 If a requesting Agency/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.
- 2.6.2.8 For a request for Routine or Expedited On-Site interpretation that is cancelled with *less than* twenty-four (24) hours' notice, the Requesting Agency/Entity shall be required to pay the Contractor the two (2) hour minimum billable time.
- 2.6.2.9 Simultaneous Interpretation Services, after the first two (2) hours, will be billed in 1/10th of an hour increments.
- 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/Entity shall be required to pay the Contractor the two (2) hour minimum billable time.

2.6.3 Service Category III:

- 2.6.3.1 Written document language translation service will be billed at the per ~~page~~ word rate from Attachment B-3(C), Financial Proposal Form.
 - 2.6.3.2 No travel time or mileage will be paid for statewide written document language translation service.
 - 2.6.3.3 The Contractor must allow at least five (5) days after the delivery of a translated document(s) before billing the Requesting Agency/Entity. During this time period, the Requesting Agency/Entity will review the translated document to ensure the document is translated to the academic and/or cultural level appropriate for the audience receiving the document. As per § 2.5.1.2.2, if changes need to be made to the translated document because it fails to comply with the instructions provided with the assignment, the Requesting Agency/Entity will notify the Contractor during this 5 day period of review, and the Contractor must make the requested changes. Any revisions to the translated document(s) shall be provided at no additional cost to the Requesting Agency/Entity within three (3) days for Routine assignments and within one (1) day for Expedited assignments. If any revision of the translated document is required, billing shall not occur until at least 5 working days after the translation is accepted.
- 2.6.4 For **ALL** Service Categories:
- 2.6.4.1 The Contractor may not charge a Requesting Agency/Entity any fee for the non-usage of services.
 - 2.6.4.2 The State will not pay or reimburse any travel mileage incurred by Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues.
 - 2.6.4.3 All invoicing/billing is to be sent directly to the respective Requesting Agency/Entity for which services were provided during the billing period. (See RFP section 3.4.1.1)

2.7 Reporting Requirements

- 2.7.1 General Reporting Requirements:
- 2.7.1.1 The Contractor shall submit all monthly reports to the Contract Monitor and the Requesting Agency/Entity, 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).
 - 2.7.1.3 The Contractor shall separately summarize, as appropriate, the use of language services by State agencies and by non-State agencies.
 - 2.7.1.4 Annual reports submitted electronically in MS Excel shall be provided by the last day of the month following the final (twelfth) month of each Contract year, e.g., July 31st for a Contract year ending on June 30th.
- 2.7.2 Reports for Contract Monitor:
- 2.7.2.1 Telephone Interpretation Services:
 The Contractor shall provide monthly usage telephone interpretation summary reports to the Contract Monitor. At a minimum, the summary details shall include, but are not limited to:
 - Requesting Agency/Entity, Employee Name & Employee Location
 - Date of call
 - Time of initial call
 - Billing month
 - Interpreter name or identification number

- 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)
- Time of call once Requesting Agency/Entity is connected with an appropriate interpreter.
- Total time required to connect Requesting Agency/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.
- Total number of calls and total duration of calls originated with each type of notice: Routine, Expedited and Critical
- Total number and duration of conference calls initiated by the Contractor
- For each conference call initiated by the Contractor, the number of persons involved in each conference call, who participated using a separate phone number or call-in connection, including the interpreter(s), the subject person of the interpretation and all other persons. i.e., all participants except those participating via use of (proximity to) a speakerphone.
- The number of calls for which an interpreter was reserved in advance
- The number of calls placed "on demand". i.e., responded to within 45 minutes of a request

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 Monitor. At a minimum, the summary report details shall include, but are not limited to:
- Requesting Agency/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 Requesting Agency/Entity, included as Appendix II.

2.7.2.2.3 If requested for audit or record keeping purposes, upon request by the State Agency Representative or the Contract Monitor, 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 Monitor. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency/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.
- Total number of translation assignments during the month
- Total number of target language words translated for all assignments
- The shortest assignment in terms of the number of target language words translated
- Average number of target language words translated per assignment (based upon a division of the total number of assignments for the month into the total number of target language words translated).

2.7.2.4 The Contractor shall sum the total number for the twelve months of each Contract year to produce an annual total of:

- Assignments
- Target Languages pages translated

In addition, for each Contract year an average number of pages translated per assignment shall be calculated.

2.7.3 Reports for Customer Complaints:

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

- Requesting Agency/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 Monitor, 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.

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SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

- 3.1.1 The Contractor shall maintain Commercial General Liability Insurance 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, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per claim and annual aggregate.
- 3.1.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.1.4 The Contractor shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000.
- 3.1.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:
- a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.
 - b. Commercial General Liability as required in Section 3.1.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.1.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.
 - e. Crime Insurance as required in Section ~~3.4.4~~3.1.4
- 3.1.6 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers’ Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Workers’ Insurance Fund). This means the faces of the certificates of insurance for these policies must state, “The State of Maryland is an Additional Insured.” All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.
- 3.1.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.2 Security Requirements

3.2.1 Employee Identification

3.2.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

3.2.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.2.2 **Criminal Background Check**

The Contractor shall obtain upon request Maryland State Police and/or FBI criminal background checks on candidates it sends for employment at the Requesting Agency/Entity. At a minimum, these checks must contain convictions and probation before judgment (PBJ) dispositions.

Background checks and fingerprinting will only be required in instances for On-Site interpretations when required by the Requesting Agency/Entity. All reasonable costs to the Contractor for a prospective interpreter to comply with this requirement may be charged to the Requesting Agency/Entity. Alternatively, the Requesting Agency/Entity may perform the fingerprinting and/or background check itself without charge to the Contractor. In all such occasions the Contractor shall ensure the timely cooperation of all prospective interpreters in providing required information for a background check to be obtained and in providing fingerprints. Written and Telephonic interpreters will not be required to receive a background check and fingerprinting.

3.2.3 **Information Technology**

For purposes of this solicitation and the resulting Contract:

- (1) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., General Provisions § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Govt. § 10-1301(c).
- (2) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
- (3) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
- (4) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland

Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online on this website.

3.2.3.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- (1) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (2) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
- (3) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (4) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (5) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.
- (6) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information

- Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (7) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
 - (8) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
 - (9) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
 - (10) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
 - (11) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
 - (12) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
 - (13) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
 - (14) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
 - (15) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.2.3.2 Contingency / Disaster Recovery Plans

- (1) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- (2) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within 72 hours in order to avoid unacceptable consequences due to the unavailability of services.
- (3) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to

ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.

- (4) Such contingency and disaster recovery plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.2.3.3 Incident Response Requirement

- (1) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (2) The Contractor shall notify the Contract Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.
- (3) The Contractor shall notify the Contract Monitor within two (2) Business Days if there is a threat to the Contractor's and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (4) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within two (2) Business Days after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (5) The Contractor, within two (2) Business Days of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. The Contractor's report shall identify:
 - a. The nature of the unauthorized use or disclosure;
 - b. The Sensitive Data used or disclosed;
 - c. Who made the unauthorized use or received the unauthorized disclosure;
 - d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- (6) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (7) This Section 3.2.3.3 shall survive expiration or termination of the Contract.

3.3 Problem Escalation Procedure

- 3.3.1 The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall 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 State within designated timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.3.2 The Contractor shall provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- a. The process for establishing the existence of a problem;
 - b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - d. Expedited escalation procedures and any circumstances that would trigger expedited them;
 - e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, State Holidays, etc.) and on an emergency basis; and
 - g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.4 Invoicing

3.4.1 General

- 3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- (1) Contractor name and address;
- (2) Remittance address;
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- (4) Invoice period (i.e. time period during which services covered by invoice were performed);
- (5) Invoice date;
- (6) Invoice number;
- (7) State assigned Contract number;
- (8) State assigned (Blanket) Purchase Order number(s);
- (9) Goods or services provided; and
- (10) Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- 3.4.1.2 The Requesting Agency/Entity reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Requesting Agency/Entity with all required deliverables within the time frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Requesting Agency/Entity, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.4.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the schedule described in Section 2.6 for the category of work that is being billed.

3.5 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.6 MBE Reports

The Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (1) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer;
- (2) **Attachment D-4B (if applicable)**, the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer; and
- (3) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.7 VSBE Reports

The Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (1) **Attachment E-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer; and
- (2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.8 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 Monitor 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 thirty (30) 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 equal to the Contractor's Per Minute rate times the initial thirty (30) minutes of call waiting time for a Requesting Agency/Entity to be connected with an interpreter.
- B. For Core Languages for Onsite Language Interpretation: For Core Languages, a 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/Entity Representative within twenty-four (24) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Monitor that liquidated damages do not apply. The amount of the liquidated damages will be the Contractor's minimum billable time of two (2) hours.
- 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/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 to any **circumstance involving a request to provide an interpreter with a specific, recognized certification.**

- F. Liquidated damages may apply for any failure to meet the User Registration required timeframes as described in Sections 2.3.5, 2.4.6.3, and 2.5.3.1.

3.9 Contract Kick Off and End of Contract Transition

3.9.1 Contract Start-up

Upon the 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:

- *Contractor's Name as designated by the Maryland State Department of Assessment and Taxation;
- *The Contractor's Purchase Order Number;
- *The operations 1-800 telephone number that Requesting Agency Users will access;
- *The email address that Requesting Agency Users will access;
- *The Contractor's mailing address and specific Contact Information (Name of Contact(s), Phone Number, Email Address, etc.);
- A URL link to the Contractor's website where users are directly linked to the Contractor's services such as report generation, etc.; and
- 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

3.9.2 User Registration

The Contractor shall provide user registration upon Contract Commencement. Upon Contract Commencement, the Contract Monitor 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 to current users (agencies/entities) for purposes of new user account enrollment. All users who provide registration information at least 3 business days prior to the Effective Date shall be registered as of the Effective Date. Users registering less than 3 business days prior to the Effective Date shall be registered within 3 business days from this date of registration. The user registration requirements referenced in Sections 2.3.5, 2.4.6.3 and 2.5.3.1 applies to new users who register **after** the Effective Date.

3.9.2.1 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 nonprofit entity, 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 Monitor.

3.9.3 The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

3.10 Substitution of Personnel

3.10.1 **Continuous Performance of Key Personnel.** Unless substitution is approved per paragraphs 3.10.2-3.10.4 of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.

3.10.2 **Definitions.** For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – Any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – Any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – When the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

3.10.3 **Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.10.4 of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

3.10.4 **Replacement Circumstances**

3.10.4.1 Voluntary Key Personnel Replacement. To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph 3.10.3 of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 3.10.4 (2) of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

3.10.4.2 Key Personnel Replacement Due to Vacancy. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 3.10.4.1 of this section.).

Under any of the circumstances set forth in this paragraph 3.10.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.10.3 of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3.10.4.3 Key Personnel Replacement Due to an Indeterminate Absence. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph 3.10.3 of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

3.10.4.4 Directed Personnel Replacement.

3.10.4.4.1 The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.10.4.4.2. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.10.3 of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

3.10.4.4.2 If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately

upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

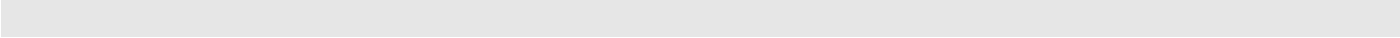
3.11 State of Maryland Wiretapping Law

The Contractor 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.

3.12 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

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OVERVIEW OF SERVICES ATTACHMENTS

- ‘ATTACHMENT 1’ – Example of “Point-To-Your-Language” Cards
- ‘ATTACHMENT 2’ – Example of On-Site Interpreter Assignment Sheet
- ‘ATTACHMENT 3’ – Copy of State Government – SB 265

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ATTACHMENT 1 – Example of On Site Interpreter Assignment Sheet

ON-SITE INTERPRETER ASSIGNMENT SHEET

CONTRACTOR NAME
ADDRESS
CITY/STATE/ZIP
PHONE
FAX

SECTION A [to be completed by Contactor]

DATE OF SERVICE: _____

CLIENT: _____ **PHONE:** _____
NAME: _____ HOME: _____
ADDRESS: _____ CELL: _____
CITY/STATE/ZIP: _____

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

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

SCHEDULED START TIME: _____
SCHEDULED END TIME: _____

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

SECTION B [to be completed by Assigned Interpreter]

ASSIGNED INTERPRETER: _____ **HOME ZIP CODE:** _____

ARRIVAL TIME: _____ **DEPARTURE TIME:** _____

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

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

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

Above information validated by:

Signature and Date of
On-Site State Representative

**Equal Access to Public Services for
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 3: ABBREVIATIONS AND DEFINITIONS

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

1. **Additional Languages and Dialects** – Additional Languages and Dialects are Non-Core Languages and dialects that do not have to be Continuously Available.
2. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination for On-Site language translation; i.e. the interpreter’s home address.
3. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
4. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
5. **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).
6. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
7. **Contract Monitor** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.
8. **Contract Commencement**- The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works
9. **Contractor** – A selected Offeror that is awarded a Contract by the State.
10. **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.
11. **Core Languages** – A specified group of mandatory languages within each service category. Offerors shall be able to provide Continuously Available services for all Core Languages within each service category for which it proposed. (See RFP Section 2.2)
12. **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.
13. **DBM** – Maryland Department of Budget and Management
14. **eMM** – eMaryland Marketplace (see RFP Section 4.2).
15. **Effective Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 3.9.
16. **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.
17. **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.

18. **Interpreter Procedure Manual** – Written summary provided by the Contractor describing in detail all procedural steps required to be followed by the telephone interpreter, On-Site interpreter and/or written document translator. See RFP sections 2.3.6, 2.4.7, and 2.5.4.
19. **Key Personnel** – All personnel identified in the solicitation or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Sections 3.10 and 5.4.2.7.
20. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
21. **Minority Business Enterprise (MBE)** – A legal entity as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
22. **Non-Core Languages** – Languages not specified as Core Languages.
23. **Non-Core Languages Not Continuously Available** – Languages not specified as Core Languages that the Offeror has made available during a limited period of time in terms of hours of the day and/or days of the week.
24. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
25. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
26. **Offeror** – An entity that submits a proposal in response to this RFP.
27. **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 Appendix II.
28. **“Point-To-Your-Language” Cards** – A pair of cards (no smaller than 2” x 3” and no larger than 3” x 5”) that is constructed of a lightweight durable material that contains the appropriate translation for “Do You Speak” in (at a minimum) all twenty five (25) On-Site Core Languages on one card (twelve on one side and (13) on the other side) and at least (10) On-Site Non-Core Additional Languages and Dialects on the another card. These cards shall be made available by the Contractor to On-Site interpreters, any Requesting Agency/Entity and the Contract Monitor.
29. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
30. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
31. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department of Budget and Management, with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.
32. **Requesting Agency/Entity** – The specific State government agency, Maryland nonprofit entity or non-State of Maryland government entity requesting telephonic, On-Site and/or written document translation services.
33. **Requesting Agency/Entity Representative** – A Representative of the specific State government agency, non-State of Maryland government entity, or authorized Maryland nonprofit entity serving as the contact person for billing and all other purposes related to the request of telephonic, On-Site and/or written document translation services. A Requesting Agency/Entity may designate more than one individual authorized to initiate requests.
34. **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.

35. **Routine Written** – Requests for 20 or fewer pages of written document translation that are to 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.
36. **Simultaneous Interpretation** – A method of interpretation in which an interpreter who is equipped with a headset and microphone listens and renders an oral interpretation at the same time as the speaker, producing the translation only seconds after the speaker provides the original source language. Simultaneous Interpretation is commonly used in a classroom or instructional setting.
37. **Source Language** – For written translation services, the language in which existing documents are written.
38. **State** – Means the State of Maryland.
39. **Target Language** – For written translation services, the language into which existing documents are to be translated.
40. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.5).
41. **User ID** – The identification code assigned by the Contractor to the Requesting Agency/Entity for billing and contact purposes for telephonic, On-Site and/or written document translation services.
42. **Validated Complaint** – A complaint investigated by the Contractor in which the Contractor determines that its 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 as provided in the Interpreter Manual. See RFP sections 2.3.6, 2.4.7, and 2.5.4.
43. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.