

QUESTIONS AND RESPONSES # 1
PROJECT NO. 050B3400001
Visual Communication Services RFP
October 19, 2012

Ladies/Gentlemen:

This List of Questions and Responses #1 is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements, which are stated in the following questions of potential offerors, are not binding on the State unless the State expressly amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

Please note that many vendors submitted questions that were significantly similar or requested the same information. Duplicate questions of this type are not repeated in this Q&A. Therefore, a vendor may not see its question reproduced here exactly. Please read through all the Q&As carefully before re-submitting a question. Thank you.

1. QUESTION: In Section 2.2, On-site Interpreters and CART Providers are required to arrive 15 minutes prior to the start of the assignment. As this is a requirement, is this time billable?

RESPONSE: No, in general the purpose of this requirement is to provide the Interpreter/CART Provider with sufficient time to set up equipment and be ready to promptly begin the Assignment at the designated time; however in the event the Assignment begins prior to the established start time and the interpreter is present, billing for the actual time period the interpretation begins shall be allowed. An Amendment with this change will be issued to the RFP.

2. QUESTION: In Section 2.7.2, for Service Categories 1 and 2, the RFP states that Non-Standard Hourly rates of 1.5 times the Standard rate will apply for service provided after 11pm or before 8am and that Holiday rates of 2 times the Standard rate will apply for Holidays. Do those rate differentials stack? If service is provided during Non-Standard Hours on a Holiday is the rate 3 times the Standard rate?

RESPONSE: Rate differentials may "stack" in some circumstances; however, the maximum total rate shall not exceed three (3) times the Standard rate. Holiday rates which occur during Non-Standard Hours shall be billable at three (3) times the Standard rate. In addition, in the event an Assignment occurs during Non-Standard Hours and is also an Expedited or Emergency Request, the billable rate shall be three (3) times the Standard rate. An Amendment with this change will be issued to the RFP.

3. QUESTION: In Section 2.7.4, For Visual Language Interpreters, the RFP states “If it is anticipated that interpreter services will be needed in excess of ninety (90) minutes for a single session, the Contractor shall provide a minimum of two (2) interpreters who shall provide On-Site visual language interpreting and be paid at the fixed, fully-loaded hourly rate for the entire time of the services provided.” Does this mean that the Routine Hourly Rate specified in the rate sheet should represent the rate for two interpreters, if necessary? Is the hourly rate per interpreter or per service?

RESPONSE: Routine Hourly rates specified in the rate sheet should represent one interpreter. The hourly rate is per interpreter, and if more than one interpreter is required, as described in Section 2.7.4 for two (2) interpreters, each one will be paid at the Routine Hourly rate.

4. QUESTION: In Section 2.7.4, for on-site services, the RFP states that when an assignment is cancelled with less than 48 hours notice, payment is 2 hours (or 50% for multi-day assignments). If assignment is scheduled to run on Tuesday from 8am to 5pm and it is cancelled on Monday at 5pm, the Contractor can only bill for 2 hours. Is that correct? If an assignment is scheduled to run Tuesday, Wednesday, and Thursday from 8am to 5pm and is cancelled on Monday at 5pm, the Contractor can bill for 50% of Tuesday and 50% of Wednesday, or 50% of all three days?

RESPONSE: Yes, if an assignment is scheduled to run on Tuesday from 8am to 5 pm and it is cancelled on Monday at 5pm, the Contractor can only bill for two (2) hours. If an assignment is scheduled to run Tuesday, Wednesday, and Thursday from 8am to 5 pm and is cancelled on Monday at 4pm, the Contractor can bill for 50% of all three (3) days.

5. QUESTION: In Section 2.7.4: The RFP states that the fee for cancellation also includes any mileage for Non-Routine Travel. Under what circumstances would a travel fee be incurred if the assignment has been cancelled? Can an assignment be cancelled after it begins? If an assignment is scheduled for Tuesday from 8a to 5p, and it begins, can the requester cancel the assignment at 12pm and simply pay the 4 hours of service provided plus the 2 hour cancellation penalty (6 hours instead of 8)?

RESPONSE: In Section 2.7.4 (5) (A) 2 b, there is travel reimbursement for Assignments which are cancelled up to forty-eight (48) hours prior to the Assignment if the interpreter incurs travel expenses and has exceeded the 30-mile radius. If an Assignment is cancelled after the interpreter arrives on site, or while the interpreter is en route to the site and has exceeded the 30-mile radius constituting Routine Travel, Section 2.7.4 (5) (A) 2 b applies. Assignments cannot be cancelled once they have begun: Assignment durations are estimates only, and may be shorter than anticipated. Conversely, Assignment duration may extend past the estimated timeframe. An Amendment with this change will be issued to the RFP.

6. QUESTION: In Section 2.7.4, Non-Routine travel is defined as travel over 30 miles from the interpreter's Base of Operations to the assignment. Is there a maximum mileage charge?

RESPONSE: Section 1.2 (cc) defines Non-routine Travel as travel to the location of an On-Site Assignment beyond the thirty (30)-mile radius of the Base of Operations for which the Contractor will be reimbursed mileage (see RFP § 2.7 A 3). There shall be a maximum mileage charge for Non-Routine Travel in the amount of fifty (50) miles for the one-way trip to the Assignment (100) miles round-trip. An Amendment with this change will be issued to the RFP.

7. QUESTION: In Section 2.5, RID has changed its certification process several times over the years. NIC is result of success at the most recently implemented exam process, but others (CI, CT, CSC, etc.) are generally recognized as "national certifications," and RID may change the process in the future. Will ALL RID certifications be recognized as valid?

RESPONSE: Yes, all RID certifications will be recognized as valid.

8. QUESTION: In Section 2.1, for Service Categories I & III which national and State certifications are recognized? Are all certification levels for RID recognized? Are certifications from non-Maryland states recognized (e.g. Texas-BEI, Michigan-BEI, Virginia-VQAS)?

RESPONSE: Yes, all certification levels of RID will be recognized. Any state with a certification requirement that issues its own certification or licensure will be recognized.

9. QUESTION: In Section 4.2, will each criterion for the Technical Proposal be assigned a specific weight?

RESPONSE: No, there are no specific weights given to the Technical Criteria. Per RFP 4.2, the criteria are listed in descending order of importance.

10. QUESTION: Will the financial factors be based solely on the Total Evaluated 5 year Price for each region/service category or will there be other factors?

RESPONSE: The financial criteria will be based upon the total price proposed on Attachment D for the appropriate Service Category (ies) and Regions (s) per RFP 4.3.

11. QUESTION: In Section 1.1.1, aside from the request being made to the next Contractor is there a penalty for a Contractor being unable or unavailable to fulfill a request?

RESPONSE: No, there will not be any penalties for a Contractor who is unable or unavailable to fulfill a request. Other provisions of the Contract and RFP, however, may apply should a Contractor be repeatedly unavailable or otherwise fail to satisfactorily perform.

12. QUESTION: In Section 1.1.3, for Categories I and II, will there be up to five awardees for each of the five regions or will there be up to five awardees overall (ie for each category will there be a maximum of 25 awards or 5 awards)?

RESPONSE: As provided in Section 1.1.3, for Service Categories I and II, there will be up to five (5) awardees for each of the five (5) Regions for a total possible maximum of twenty five (25) awards.

13. QUESTION: In Section 4.4, does Maryland give preference to its residents through law, practice, or policy?

RESPONSE: RFP § 4.4 states, in its entirety, “Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.” Aside from a price preference for locally grown food there is no preference for Maryland based firms.

14. QUESTION: Who is the current Provider of services under this contract?

RESPONSE: Since this is the first time for a Statewide Contract for Visual Communication Services, there is no current provider of services under this Contract.

15. QUESTION: Which agencies are the primary users of this contract currently?

RESPONSE: As stated in the Response to Question 14, this will be the first Statewide Contract for these services; therefore, there are no current “primary users.” The State is unable to predict at this time which State agencies, Non-State of Maryland Governments, Governmental and Not-for –Profit Entities as permitted pursuant to RFP § 1.27, will most utilize the Contract.

Remember offers are due on October 30, 2012 no later than 2:00 p.m. If there are questions concerning this solicitation, please contact me via e-mail at jepstein@dbm.state.md.us or call me at (410) 260-7570 as soon as possible.

Date Issued: October 19, 2012

By

<signed>

Joy Epstein
Procurement Officer