

## Request for Proposals (RFP)

### VISUAL COMMUNICATION SERVICES

PROJECT NO. 050B3400001



## Department of Budget and Management

**Issue Date: September 28, 2012**

### NOTICE:

Prospective Offerors who have received this document from the Department of Budget and Management's web site or <https://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their company name, contact name, email address, mailing address, and telephone number so that amendments to the RFP or other communications can be sent directly to them via email.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

## VENDOR COMMENTS

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Please email ([jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)) or fax (410-974-3274) this completed form to the attention of Ms. Joy Epstein. Thank you for your assistance.

**Bid/Proposal Number: 050B340001**

**Entitled: Visual Communication Services**

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

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

II. Please explain your response further, offer suggestions, or express concerns. (Use reverse or attach additional pages as needed.)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address or email: \_\_\_\_\_

**THANK YOU!!!**

# KEY INFORMATION SUMMARY SHEET

## STATE OF MARYLAND Visual Communication Services Request for Proposals

**PROJECT NUMBER – 050B3400001**

**RFP Issue Date:** September 28, 2012

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

**Procurement Officer:** Ms. Joy Epstein  
Phone: (410) 260-7570/Fax: (410) 974-3274  
Email: [jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)

**Proposals are to be sent to:** Department of Budget and Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Room 143  
Annapolis, MD 21401  
Attention: Ms. Joy Epstein

**Pre-Proposal Conference:** October 16, 2012, 10:00 AM (Local Time)  
*For directions see Attachment G* MDOT Headquarters  
7201 Corporate Center Drive  
Harry Hughes Room, Suite 2  
Hanover, MD 21076

**Closing Date and Time:** (Tuesday), October 30, 2012 at 2:00 PM (Local Time)

**Entities/Organizations are invited to submit proposals substantiating in detail their qualifications and capabilities to provide Maryland State agencies, Maryland Local Governments and Maryland Not-for-Profits with On-site Visual Language Interpretation; On-site Computer Assisted Real-Time Transcription (CART); Video Remote Interpretation (VRI); and/or Remote CART.**

### NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or <https://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their company name, contact name, email address, mailing address, and telephone number so that amendments to the RFP or other communications can be sent to them via email. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft software.

**Minority Business Enterprises are encouraged to respond to this solicitation.**

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

1.1.1 This Request for Proposals (RFP) invites prospective Offerors to submit proposals to the Maryland Department of Budget and Management (DBM), a principal department of the State of Maryland (State), substantiating in detail their qualifications and capabilities to provide Maryland State agencies and other entities (see RFP § 1.26) with competent, Continuously Available services to minimize or eliminate any language barrier in the following four (4) Service Categories:

- Category I- On-Site Visual Language Interpretation;
- Category II- On-Site Computer Assisted Real-Time Transcription (CART);
- Category III- Video Remote Interpretation (VRI); and
- Category IV- Remote CART.

1.1.2 Offerors shall be able to provide interpretive services and meet all of the requirements requested in this solicitation in the category for which it is proposing. Optional services which may be requested for Category I include Oral Transliteration, Cued Speech Transliteration, SEE I and SEE II, Tactile Services, and Certified Deaf Interpretation (CDI). Optional services which may be requested for Category III include Oral Transliteration, Cued Speech Transliteration, SEE I and SEE II, and Certified Deaf Interpretation (CDI). Due to the infrequent need for transliterators for these optional services, Offerors will be evaluated in the technical ranking, but not excluded from proposing for these two (2) Categories if the Offeror does not offer the optional services. (See RFP § 2.3 and § 2.5) The same Offeror may be awarded a Contract for one (1), two (2), three (3), or all four (4) Categories.

1.1.3 DBM intends to award Contracts within **Service Categories I and II** for up to five (5) Offerors whose proposals are deemed most advantageous to the State within each of the five (5) Regions. Contractors with the highest overall ranking will be selected first in each Region. If that contractor is not available or does not respond within the required timeframe stated on the request, or cannot provide the specific requirements, the next highest ranked Offeror will be selected.

1.1.3.1 Routine Requests - The initial request will go to the highest ranked Contractor within the Region where the Assignment will take place. If this Contractor cannot provide services on the requested date or fails to respond within the stated timeframe on the request, the next highest ranked Contractor will be assigned the work. If that Contractor is unable to provide services, contact will continue in the order of overall Contractor ranking until the order is filled or all Contractors in a region have been contacted. Response times will be structured on three (3) types of notices: a. longer term of thirty (30) days or more notice; b. medium term of six (6) days to twenty nine (29) days notice; or c. shorter term of three (3) days to five (5) days notice. Longer term responses will be within five (5) calendar days after the submission of the request, medium term responses will be within two (2) calendar days after the submission of the request, and

shorter term responses will be within one (1) calendar day after the submission of the request. If no Contractor is available in the Region, the request will go to all Contractors in all Regions and be fulfilled by the first Contractor to respond.

1.1.3.2 Emergency and Expedited Requests- Due to the nature of emergencies that may arise, Expedited and Emergency Requests will follow a different ordering process than routine Assignments. For both emergency and expedited Assignments, the requesting agency will verbally contact each Contractor in order of highest ranked to lowest ranked Contractor until a confirmation of Assignment is completed. Written request documentation for invoicing purposes will follow within five (5) calendar days.

1.1.3.3 Categories I and II Regions:

- Region I-Western Region
  - Allegany County
  - Frederick County
  - Garrett County
  - Washington County
- Region II-Central Region
  - Anne Arundel County
  - Baltimore City
  - Baltimore County
  - Carroll County
  - Harford County
  - Howard County
- Region III-Eastern Region
  - Caroline County
  - Cecil County
  - Dorchester County
  - Kent County
  - Queen Anne's County
  - Somerset County
  - Talbot County
  - Wicomico County
  - Worcester County

- Region IV-Capital Region
  - Montgomery County
  - Prince George’s County
- Region V-Southern Region
  - Calvert County
  - Charles County
  - St. Mary’s County

1.1.4 DBM intends to award Contracts within **Service Categories III and IV** to two (2) Offerors, one (1) Primary and one (1) Secondary, for each category whose proposal(s) are deemed most advantageous to the State. The Primary Contractor will receive the Assignment first. If the Primary is unavailable or does not respond within the required timeframe stated on the request, the Secondary Contractor will receive the award.

<b>1.2 Abbreviations and Definitions</b>
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For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. **Assignment** - The work which results from Routine, Emergency and Expedited Requests for services submitted to the awarded Contractor(s).
- b. **ASL** – American Sign Language.
- c. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation, e.g., the interpreter’s home, business, or prior interpreting Assignment.
- d. **BPW** – The Maryland Board of Public Works.
- e. **Business Days**- means the official working days of the week to include Monday through Friday. Official working days excludes State Observed Holidays as defined in RFP §1.2 gg.
- f. **CCP**- Certified CART Providers.
- g. **CDI**- Certified Deaf Interpreters. A Certified Deaf Interpreter (CDI) is an individual who is deaf or hard of hearing and has been certified by the Registry of Interpreters for the Deaf (RID) as an interpreter.
- h. **Client** – The individual for whom visual communication services are being requested through the Requesting Agency/Entity. This individual could be a person requesting/receiving services from the Requesting Agency/Entity, a litigant, etc.
- i. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- j. **Computer Assisted Real-Time Transcription (CART)** – The instant verbatim translation of the spoken word into English text by a CART provider using a stenotype



machine, notebook computer and real-time software. Also known in the industry as Communication Access Real-time Translation.

k. **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).

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

m. **Contract Administrator** – The State representative, designated in Section 1.8, who is primarily responsible for managing the daily activities of the Contract and providing technical guidance to the Contractor.

n. **Contractor** – A selected Offeror that is awarded a Contract by the State. References in this RFP to a singular Contractor shall, unless the context provides otherwise, mean any and all Contractors in any Service Category/Region for which a Contract has been awarded.

o. **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.

p. **Cued Speech Transliteration** – Mode of communication in which the interpreter uses eight hand-shapes in four locations (“cues”) in combination with the natural mouth movements of speech to clarify ambiguous mouth movements for lip readers.

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

r. **Emergency Request** – Requests for services for Categories I and II that are sent by the Requesting Agency/Entity within twenty-four (24) hours notice. Verbal requests shall be permitted due to the short timeframe. Requesters will make every effort to request services within the Region where the Assignment will take place (see RFP § 1.1.3.2).

s. **Expedited Request** – Requests for services for Categories I and II that are sent by the Requesting Agency/Entity with fewer than seventy-two (72) hours but greater than, or equal to twenty-four (24) hours notice. Verbal requests shall be permitted due to the short timeframe. Requesters will make every effort to request services within the Region where the Assignment will take place (see RFP § 1.1.3.2).

t. **Fully Loaded** – Means the inclusion in billing rates of all profit, direct and indirect costs associated with providing services. The indirect costs shall include all costs that would normally be considered general, administrative, clerical, and/or Routine Travel costs, or costs that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs. General, administrative, clerical, and Routine Travel costs cannot be billed to the State under this Contract. Only fully-loaded hourly/minute rates may be billed to the State. See Attachment D (Financial Proposal Form and Instructions). Mileage for Non-Routine Travel may be billed to the State pursuant to RFP § 2.7 A3.

u. **Go Live Date** - the date when the Contractor must begin providing services required by this RFP and receives compensation for any start up activities are excluded from compensation and are prior to the Go Live Date.

- v. **Interpreter-** A sign language interpreter is a person trained in translating between a spoken and a signed language. This usually means someone who interprets what is being said and signs it for someone who can't hear, but understands sign.
- w. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- x. **MBE** – A Minority Business Enterprise certified as such by the Maryland Department of Transportation under COMAR 21.11.03.
- y. **NAD-** National Association of the Deaf.
- z. **NIC-** National Interpreter Certification.
- aa. **NCI** – National Council on Interpreting, issuing entity of the NAD-RID National Interpreter Certification (NIC) for sign language. Organization formed based on the collaboration of Registry of Interpreters for the Deaf (RID) and National Association of the Deaf (NAD).
- bb. **NCRA** – National Court Reporters Association, an issuing entity of these certifications: Certified Professional (CP), Registered Professional Reporter (RPR), Registered Merit Reporter (RMR), Registered Diplomate Reporter (RDR), Certified Real-time Reporter (CRR), Certified Broadcast Captioner (CBC), and Certified CART Provider (CCP).
- cc. **Non-Routine Travel** – 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 A3). The first thirty (30) miles of Non-Routine travel conducted by automobile will be treated as Routine Travel and, as described in this definition, will not be reimbursed.
- dd. **Non-Standard Hours** – All hours not specified as Standard Hours.
- ee. **Not-for-profit entity** – A corporation incorporated in the State or otherwise qualified to do business in the State that has been determined by the Internal Revenue Service to be exempt from taxation under § 501(c)(3), (4), or (6) of the Internal Revenue Code. SFP § 13-110 (6)
- ff. **Notice To Proceed (NTP)** – A written notice from the Procurement Officer of the “Go Live Date” directing the Contractor to begin immediately or as of a specific date contained in the NTP. Additional NTPs may be issued by either the Procurement Officer or the Contract Administrator regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.
- gg. **Observed Holidays or Holidays** – The following are the Observed Holidays for this RFP. Each Holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.
- hh. **Offeror** – An entity that submits a proposal in response to this RFP.
- ii. **On-Site-** Means that the vendor must provide a Transcriber/Interpreter at the assigned location.
- jj. **On-Site Agency/Entity Representative** – An individual authorized by the State to validate the information contained in Section B of the On-site Interpreter Assignment Sheet, See Attachment M.
- kk. **On-Site CART-** Computer Assisted Real-time Transcription performed on-site.

ll. **On-Site Interpreter/Transcriber Assignment Sheet** – Form that must be completed by all on-site interpreters/transcribers for each On-site Visual Language Interpretation and CART service requests. See Attachment M.

mm. **On-Site Visual Language Interpretation** – Real-time, in-person visual language interpretation, such as American Sign Language, Pidgin Signed English, Signed Exact English (I and II), Oral, Tactile and/or Cued Speech.

nn. **Oral Transliteration** – The interpretive process by which oral interpreters convey information to clients who are deaf or hard of hearing and who rely solely on speech reading for communication. An oral interpreter enunciates, repeats, and/or rephrases a speaker's remarks using natural lip movements and gestures, carefully choosing the words that are more visible on the lips.

oo. **PSE** – Pidgin Signed English.

pp. **Procurement Officer** – The State representative designated in Section 1.8, who is responsible for the administration of the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.

qq. **Remote CART** – The instant verbatim translation of the spoken word into English text by a remote CART provider using a computer and real-time software through an Internet or telephone connection from an off-site location.

rr. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B3400001 dated September 28, 2012, including any amendments.

ss. **Requesting Agency/Entity** – The specific Maryland State government agency, or non-State of Maryland government entity, or Maryland not-for-profit entity (see RFP § 1.27) requesting services pursuant to the Contract(s) awarded through this RFP.

tt. **Requesting Agency/Entity Representative** – A Representative of the specific Maryland State government agency, non-State of Maryland government entity, or Maryland not-for-profit entity (see RFP § 1.27) serving as the contact person for billing and all other purposes related to the request of services pursuant to the Contract(s) awarded through this RFP. A Requesting Agency/Entity may designate more than one individual authorized to initiate requests.

uu. **RID** - Registry of Interpreters for the Deaf.

vv. **Routine Request** – Requests for services that are sent by the Requesting Agency/Entity with greater than or equal to three (3) calendar days notice.

ww. **Routine Travel** – Travel within a thirty (30)-mile radius of the interpreter's Base of Operations to the location of an on-site Assignment. There will be no payment for hourly/minute rates for travel time or reimbursement for any travel expenses for work performed within this radius.

xx. **SEE1** – Seeing Essential English. SEE1 uses ASL signs but it implements English word order and other grammatical markers, such as conjugation. In SEE1, all compound words are formed as separate signs. SEE1 also uses the same sign for all homonyms-the same sign is

used to sign *blue* and *blew*. Many gestures from ASL are initialized in SEE1. Grammatical markers also have signs of their own, including the *-ing* ending and articles such as *the*, which are not typically included in ASL. The verb “*to be*” is unique in SEE1; *is*, *am* and *are* can be signed in the same way, again using initialization.

yy. **SEE2** – Signing Exact English. Many features of SEE2 are identical to the system used in SEE1. Initializations and grammatical markers are used in SEE2, but compound words with an equivalent ASL sign are used as the ASL sign. Signing Exact English uses more markers than the fourteen (14) used in SEE1.

zz. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00a.m. to 11:00 p.m. Local Time, excluding Observed Holidays.

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

bbb. **Subcontractor** – an individual or entity that the Offeror plans to utilize for the purposes of services covered under this contract.

ccc. **Tactile Interpretation** – A technique where the client places her/his hands over the hands of the interpreter, in order to read signs through touch and movement. The interpreter should supply both auditory and visual information to the client.

ddd. **Transcriber**- Transcriber provides a word-for-word display of the spoken message. The provider uses specialized transcription software and hardware to provide a real-time print version of information presented auditorially.

eee. **User ID** – The identification code assigned by the Contractor to the Requesting Agency/Entity for billing and contact purposes for services requested pursuant to the Contract(s) awarded through this RFP.

fff. **Validated Complaint** – A complaint investigated by the Contractor whereby it is determined that an interpreter did not possess the skills necessary to meet the job requirements and/or did not comply with the professional code of ethics.

ggg. **Video Remote Interpretation (VRI)** – Requires the interpreter to use video conferencing equipment to provide visual language interpreting services from an off-site location to the individual requiring the visual language interpretation service.

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on Tuesday, October 16, 2012, beginning at 10:00 AM (Local time), at the following location:

MDOT Headquarters  
7201 Corporate Center Drive  
Harry Hughes Room, Suite 2  
Hanover, MD 21076

All interested prospective Offerors are encouraged to attend the Pre-Proposal Conference in order to facilitate better preparation of their proposals and understanding of the RFP requirements.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by Friday, October 12, 2012, all potential Offerors planning to attend return the Pre-Proposal Conference Response Form (Attachment H) e-mail (preferred) or facsimile to the Procurement Officer. DBM will provide On-Site visual language interpreting for ASL and On-Site CART. In addition, if there is a need for other accommodations due to a disability, the State requests that at least ten (10) days advance notice be provided. DBM will make reasonable efforts to provide such accommodation. See Attachment G of this RFP for directions.

#### **1.4 Questions**

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. To the extent possible and as appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question(s) will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by e-mail (preferred), mail or facsimile to the Procurement Officer only. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre- Proposal Conference. To the extent possible and as appropriate, these questions will be answered at the Pre-Proposal Conference.

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

#### **1.5 Proposals Due (Closing) Date**

An unbound original and five (5) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.8, no later than **2:00 PM (Local Time) on Tuesday, October 30, 2012** in order to be considered. An electronic version (on CD) of the Technical Proposal in MS Word or Adobe PDF format shall be enclosed with the original technical proposal. An electronic version (on CD) of the Financial Proposal in MS Excel format shall be enclosed with the original financial proposal. Ensure that the CDs are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, Tuesday, October 30, 2012 at 2:00 PM (Local Time) will not be considered.

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

## **1.6 Contract Type**

The Contract(s) that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices, in accordance with COMAR 21.06.03.06. The Contract(s) awarded pursuant to this RFP are not requirements contracts.

## **1.7 Contract Duration**

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

1.7.1.1 From the date of Contract Commencement, approximately February 1, 2013 or a later date contained in a Notice to Proceed issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the “Go-Live Date”. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the “Go Live Date.”

1.7.2 As of February 1, 2013, or later date as contained in a Notice to Proceed issued by the Procurement Officer [the “Go Live Date” See Section 1.2(u)] the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

1.7.3 The duration of the Contract will be from the date of Contract Commencement for a period of three (3) years with the Department’s unilateral right to exercise up to two (2) one-year renewal options.

## **1.8 Procurement Officer and Contract Administrator**

- A. The sole point-of-contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed below:

Joy Epstein  
Department of Budget and Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Room 143  
Annapolis, Maryland 21401  
Telephone: 410-260-7570/Facsimile: 410-974-3274

Email: [jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)

DBM may change the Procurement Officer at any time by written notice to the Contractor(s).

- B. The State's Contract Administrator responsible for managing the daily activities of the contract and providing technical guidance to the Contractor(s) after contract award is:

Joy Epstein  
Maryland Department of Budget and Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Room 143  
Annapolis, Maryland 21401  
Phone Number: 410-260-7570/Fax Number: 410-974-3274  
Email: [jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)

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

### **1.9 Minority Business Enterprises (MBE)**

A zero percent (0%) MBE subcontractor participation goal has been established for each of the four (4) Visual Communication Services categories.

However, minority business enterprises are encouraged to respond to this solicitation. MBE vendors are encouraged to obtain certification from the Maryland Department of Transportation, Office of Minority Business Enterprise. All questions related to certification should be directed to:

Maryland Department of Transportation  
Minority Business Enterprise Office  
7201 Corporate Center Drive  
PO Box 548  
Hanover, Maryland 21076  
(410) 865-1269  
(800) 544-6056

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

### **1.10 Veteran-Owned Small Business Enterprise Goals**

A zero percent (0%) VSBE goal has been established for each of the four (4) Visual Communication Services categories. However, Veteran-Owned Small Business enterprises are encouraged to respond to this solicitation.

### **1.11 Bid/Proposal Affidavit**

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

### **1.12 Contract Affidavit**

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

### **1.13 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs) (see RFP § 4.5.2.4), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.14 Procurement Method**

This contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in Maryland Code of Regulations (COMAR) 21.05.03.

### **1.15 Oral Presentation**

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

### **1.16 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM website and eMaryland Marketplace at <https://emaryland.buyspeed.com>. Amendments made after the due date for proposals will be sent only to those Offerors who are qualified and submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the



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

## **1.17 Electronic Procurements Authorized**

**1.17.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Budget & Management (DBM) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

**1.17.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.

**1.17.3** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. <https://emaryland.buyspeed.com>), and electronic data interchange.

**1.17.4** In addition to specific electronic transactions authorized in other sections of this RFP (e.g., see RFP § 1.31 related to electronic funds transfer (EFT) and subject to the exclusions noted in RFP § 1.17.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

- A. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
  - a. the solicitation (e.g., the RFP);
  - b. any amendments;
  - c. pre-proposal conference documents;
  - d. questions and responses;
  - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
  - f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
  - g. the Procurement Officer’s decision on any protest or Contract claim.
  
- B. An Offeror or potential Offeror may use e-mail or facsimile to:
  - a. ask questions regarding the solicitation;

- b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- c. request a debriefing; or,
- d. submit a "No Bid Response" to the solicitation.

C. The Procurement Officer, the State's Contract Administrator and the Contractor may conduct day-to-day Contract administration, in accordance with the limitations of RFP § 1.18.5, utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Administrator.

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

- a. submission of initial bids or proposals;
- b. filing of protests;
- c. filing of Contract claims;
- d. submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- e. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

**1.17.6** Any facsimile or electronic mail transmission is authorized to be sent only to the facsimile number or electronic mail address for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or Contract Administrator.

## **1.18 Cancellations; Acceptance; Minor Irregularities and Discussions**

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

## **1.19 Incurred Expenses**

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

## **1.20 Economy of Preparation**

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

## **1.21 Protests / Disputes**

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

## **1.22 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted. Submitting a proposal for more than one (1) service Category or more than one (1) Region within Service Categories I and II is not considered a multiple proposal. [see RFP §1.1.3 and §2.1(A)].

## **1.23 Public Information Act Notice**

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

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

## **1.24 Offeror Responsibilities**

The selected Offerors shall be responsible for rendering services within the Category or Categories for which they have been selected as required by this RFP. All Subcontractors except for individual interpreters shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, minimum qualifications, and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

### **1.25 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected. (see RFP § 3.4.4.2)

### **1.26 Compliance with Laws / Arrearages**

By submitting a proposal in response to this RFP, the Offeror, if selected for award, represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under the Contract(s);
- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and
- D. It is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract(s) if selected for contract award.

### **1.27 Use by Non-State of Maryland Governments, Governmental and Not-for-Profit Entities**

In accordance with § 13-110 of the State Finance and Procurement Article, Annotated Code of Maryland, any Local entity (Maryland county, municipal corporation, bicounty or multicounty agency, public authority, special taxing district, or other political subdivision or unit of a political subdivision of this State, including boards of education and library boards that receive funding from the State), and any Not-for-profit entity as defined in § 13-110 (a)(6) and qualified to do business within the State of Maryland may purchase from the Contractor goods or services covered by this Contract for ALL Service Categories at the same price chargeable to the State.

States<sup>1</sup> which adjoin the State of Maryland, and Governmental entities within those states may use this contract for Service Categories I and II. Any Governmental entity in the United States may use this contract for Service Categories III and IV.

All such purchases by non-State of Maryland governments, governmental entities, or Not-for-profit entities:

- (1) shall constitute Contracts between the Contractor and that government or entity;
- (2) shall not constitute purchases by the State of Maryland or its agencies under this Contract;
- (3) shall not be binding or enforceable against the State of Maryland; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser; however, all usage shall be at the same rates and with the same types and level of service as required for agencies of the State of Maryland. The Contractor bears the risk of determining whether or not a government or entity with which the Contractor is dealing is a State of Maryland agency.

Any usage of the Contract resulting from this RFP by non-State of Maryland governments or entities will not be counted within the established not-to-exceed amount for this Contract.

To promote the use of these services by State agencies, DBM will undertake reasonable efforts to advise both State of Maryland agencies and non-State of Maryland governments or government agencies, and Maryland Not-for-profit entities of the existence of the Contract(s) resulting from this RFP within Maryland. However, a minimum or maximum usage of this Contract is not guaranteed.

The Contractor shall report all services provided under the Contract to any non-State of Maryland government or entity in each required monthly report as specified in RFP § 2.8.

## **1.28 Verification of Registration and Tax Payment**

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

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<sup>1</sup> "States" means a state, possession, territory, or commonwealth of the United States; or the District of Columbia. Md. Code Ann., State Fin. and Proc. Art. § 11-101 (u).

### **1.29 False Statements**

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

- a) In connection with a procurement contract, a person may not willfully:
  - Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact;
- b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section; and
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.30 e-Maryland Marketplace (eMM)**

eMarylandMarketplace (<https://emaryland.buyspeed.com>) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

**A vendor must be registered on eMM in order to receive a Contract award. Registration on eMM is free.**

### **1.31 Electronic Funds Transfer**

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

### **1.32 Living Wage Requirements**

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

#### **For Service Category I (On-Site Visual Language Interpretation) and Service Category II [Computer Assisted Real-Time Transcription (CART)]:**

The contract(s) resulting from this solicitation for the above-referenced Service Category(ies) has/have been determined to be a Tier 1 contract(s) for Capital and Central Regions and Tier 2 for the Western, Eastern, and Southern Regions.

#### **For Service Category III [Video Remote Interpretation (VRI)] and Service Category IV (Remote CART):**

The contract(s) resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. The Offeror must identify in its Offer the location(s) from which services will be provided.

If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract.

If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract.

If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract.

Questions regarding the application of the Living Wage Law relating to this procurement should be directed to the Procurement Officer.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> the Employment Standards Unit, may be reached at (410) 767-3068. **NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

### **1.33 Prompt Pay Requirements**

This procurement and the contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, § 29 (see Attachment A). Additional information is available on the GOMA website at [www.mdminoritybusiness.com](http://www.mdminoritybusiness.com).

### **1.34 Confidentiality / Non-Disclosure**

The Offeror recommended for award shall agree that any and all information made known to or discovered by the Offeror recommended for award (i.e., the Contractor), or by any personnel, subcontractors or authorized service providers during the performance of or in connection with this Contract shall be kept confidential and not be disclosed to any person. Disclosure of the fact of service, time, date, location, etc. and billing/invoice information may be made available to DBM, the Contract Administrator and other authorized agents, including the Requesting Agency/Entity representatives.

### **1.35 Background Checks/ Fingerprinting**

1.35.1 If required by any Requesting Agency/Entity or the Contract Administrator, the Contractor shall obtain criminal background checks for its personnel (including subcontractors and agents), and provide copies of those results to the Requesting Agency/Entity and the Contract Administrator. The State reserves the right for any Requesting Agency/Entity or the Contract Administrator to reject the use on the Contract of any personnel or interpreter based upon the results of the background check.

1.35.2 Background checks and fingerprinting will only be required in rare instances for On-site interpreters 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/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 and in providing fingerprints. If travel is required for the interpreter to comply with this section, the Contractor may bill for mileage to and from the approved location at the then prevailing rate of mileage reimbursement for State employees.



The procedures described in 2.7.4 A concerning travel reimbursement will also apply to this section 1.35.2.

### **1.36 Problem Escalation Procedure**

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

The Contractor shall provide contact information, as described in RFP § 1.36.2, to the Contract Administrator as well as other personnel should the Contract Administrator not be available.

1.36.2 The Contractor must provide a Problem Escalation Procedure no less than ten (10) days prior to the commencement of the Contract, and within ten (10) days after the start of each Contract year [and within ten (10) days after any change in circumstance which changes the Procedure]. The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

1. The process for establishing the existence of a problem;
2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution;
3. Circumstances in which the escalation will occur in less than the normal timeframe;
4. The nature of feedback on resolution progress, including the frequency of feedback;
5. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, email address, etc.) for progressively higher levels that would become involved in resolving a problem;
6. Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis; and
7. A process for updating and notifying the Department's Contract Administrator of any changes to the Problem Escalation Procedure.

### **1.37 Non-exclusive Use**

It is the State's intention to obtain interpretive services as specified in this RFP; however, this Contract will not be construed to require the State to use this Contract exclusively. In addition, the State reserves the right to procure interpretive services of any nature from other sources when it is in the best interest of the State to do so, and without notice to the Contractor.

## SECTION 2 – SCOPE OF WORK

### 2.1 General Statement

- A. All services shall be Continuously Available [see RFP § 1.2 (k)] for all Categories and all Regions. These services, as described below, shall be provided to the State, its agencies, Local entities, certain Not-for-profit entities, and certain services to non-State of Maryland Governmental entities (see RFP § 1.26).
- B. Attachment J, provided by The Governor’s Office of the Deaf and Hard of Hearing, provides information regarding the demographics of people with hearing loss. Please note that these numbers focus primarily on adults and the information is based on national numbers. The National Institute of Deafness and Other Communication Disorders (NIDCD) website reports that approximately 17 percent, or 36 million, of American adults say that they have some degree of hearing loss. See the following link: <http://nihseniorhealth.gov/hearingloss/hearinglossdefined/01.html>.
- C. Titles I, II, and III of the Americans with Disabilities Act (ADA) requires equal access for qualified individuals with a disability.
- D. **Requirements in Section 2.2 and Sections 2.7 through 2.16 apply to all Contractor(s) in all Service Categories and all Regions unless specifically noted.**
- E. All personnel, subcontractors or agents, assigned as interpreters by the Contractor shall possess the following certifications:
  - Service Category(ies) I and III – Valid national or State certifications; and
  - Service Category(ies) II and IV – Certification for CART providers issued by National Court Reporters Association (NCRA).

### 2.2 General Operations Requirements

- A. The Contractor shall maintain a telephone number and email address and/or web-based site from which Requesting Agencies/Entities may communicate service requests throughout the duration of the Contract. The Contract Administrator shall be notified in writing of any changes to the Contractor’s contact information, including the business address, no less than ten (10) business days before the effective date of the change.
- B. On-Site visual language interpretation services provided by the Contractor or subcontractor(s) shall be provided in accordance with the Registry of Interpreters for the Deaf (RID) standards for interpretation, RID’s Code of Professional Conduct, and RID’s Code of Ethics, as amended from time to time. RID standards and the aforementioned documents are available at [www.rid.org](http://www.rid.org).
- C. For all On-Site Categories I and II Assignments, Contractors shall:
  - i. Provide interpreters/transcribers with expertise in the necessary subject-area if identified by the Requesting Agency/Entity in the Assignment, including but not limited to, education, employment, emergency preparedness, legal, medical, psychological/mental, and dental fields;

- ii. Provide an email confirmation with the name, the national or State certification number, and contact information of the interpreter/transcriber, when fulfilling the Assignment;
- iii. Provide a substitute if the scheduled interpreter/transcriber becomes unavailable to appear at the scheduled meeting timeframe. If a substitute is not available, no interpreter fees will be charged to the requester;
- iv. Arrive at the Assignment location at least fifteen (15) minutes prior to the start time of the Assignment and abide by all security requirements. If applicable, interpreters/transcribers shall ensure that all equipment is set up and working properly prior to the start of the Assignment;
- v. Interpreters/transcribers shall call the Requesting Agency/Entity Representative at least thirty (30) minutes before the start time of the Assignment to notify of any lateness; and
- vi. Complete an On-Site Interpreter Assignment Sheet (see Attachment K), to include the interpreters/transcriber's valid National or State Certification number, for each On-Site Visual Language Interpretation and On-Site CART service request. The State, Contract Administrator, or Requesting Agency/Entity may verify the Certification number at any time, including after an Assignment's completion or during the investigation of any complaints about the Contractor or its interpreter/transcribers.

### **2.3 Service Category I: On-Site Visual Language Interpretation**

- A. The Contractor shall assign interpreters holding a valid national or State certification and capable of providing the requested visual language interpretation service(s). Contractors are expected to provide interpreters who are proficient in ASL and PSE. Oral Transliteration, and Tactile Interpretation.
- B. Optional services may be requested for Oral Transliteration, Cued Speech Transliteration, SEEI and SEEII, Tactile Services, and interpretation provided by a Certified Deaf Interpreter (CDI).
- C. The Contractor shall make every reasonable effort to provide the specific form of interpretation requested (ASL, SEE, etc.), and attempt to at a minimum, verbally confirm the acceptability of an alternative form of interpretation prior to dispatching an interpreter.
- D. If it is anticipated that interpretation 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 on a rotational basis [approximately every twenty (20) minutes] for the entirety of the Assignment duration.

**2.4 Service Category(ies) II and IV: Computer Assisted Real-Time Transcription (CART) and Remote CART**

- A. Transcribers shall possess a current and valid Certification for CART providers from NCRA.
- B. Certification speed for a CART provider is a minimum 180 words per minute in uncorrected instant translation (also known as real-time) with 96% accuracy.
- C. Transcripts (unedited or edited; electronic or hard copy) developed in whole or in part for the Requesting Agency/Entity shall be owned by the Requesting Agency/Entity. Unless otherwise directed by the Requesting Agency/Entity, all transcripts (unedited or edited; electronic or hard copy) shall be considered confidential communications and shall not be distributed by the Contractor to any third parties.
- D. Unedited transcripts of the Assignment shall be provided electronically to the Requesting Agency/Entity within two (2) business days of the completion of the Assignment, free of charge.
- E. The Contractor shall provide all equipment necessary to provide CART and Remote CART Services. The Contractor shall provide the Requesting Agency/Entity with information regarding the necessary audio and visual connections for Remote CART services at the time of the Contractor's email confirmation of acceptance of Assignment.
- F. Upon request, transcribers shall provide an edited/certified transcript (electronic or hard copy) to the Requesting Agency/Entity within three (3) business days of the request, in accordance with the Contractor's price proposed on the Financial Proposal.
- G. The Contractor shall provide a projector and screen if necessary in accordance with the Contractor's price proposed on the Financial Proposal.

**2.5 Service Category III: Video Remote Interpretation (VRI)**

- A. Interpreters shall possess a current and valid RID National Interpreter Certification (NIC) or current and valid State Certification for the visual language service they are providing.
- B. The Contractor shall have the standard equipment at the applicable remote site from which VRI will be provided.
- C. The Requesting Agency/Entity will provide standard video-conferencing equipment (including but not limited to a laptop/computer, webcam, and/or a sufficient broadband connection) necessary for the Requesting Agency/Entity to access VRI services.
- D. Optional services as described in 1.1.2 may be requested for Oral Transliteration, Cued Speech Transliteration, SEE I and SEE II, and CDI.

## **2.6 Training and Certification/Quality Assurance Procedures**

As described in its technical proposal, the Contractor shall have a training policy for:

Interpreter/Transcriber Training, Certification and Quality Assurance Policy & Procedures; and, Interpreters/Transcribers capable of providing adequate service in the appropriate service category and subject matter; i.e. medical, mental health, dental, etc.

## **2.7 Service Category Billing / Invoicing / Resolution**

2.7.1 The Contractor shall submit the invoices for any Assignment to the Requesting Agency/Entity identified in the Purchase Order/Identifying number. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

2.7.2 Rates for Service Category(ies) I and II:

1. Standard Hourly rates apply for Routine Requests in accordance with the Contractor's price proposed on the Financial Proposal;
2. Non-Standard Hourly rates for Routine Requests will be one and one half (1 ½) times the applicable Standard Hourly rate in accordance with the Contractor's price proposed on the Financial Proposal;
3. Observed Holiday Requests will be two (2) times the Standard Hourly rate in accordance with the Contractor's price proposed on the Financial Proposal;
4. Expedited Requests will be one and one half (1 ½) times the applicable Standard Hourly rate in accordance with the Contractor's price proposed on the Financial Proposal; and
5. Emergency Requests will be two (2) times the Standard Hourly rate in accordance with the Contractor's price proposed on the Financial Proposal.

2.7.3 Rates for Service Category(ies) III and IV:

1. Services for Category III will be provided at the per minute rate in accordance with the Contractor's price proposed on the Financial Proposal.
2. Services for Category IV will be provided at the per hourly rate in accordance with the Contractor's price proposed on the Financial Proposal.

2.7.4 Rates for all Service Categories:

1. The Contractor may not charge a Requesting Agency/Entity any fee for the non-usage of services, with the exception of the cancellation fee [see RFP § 2.7 A (2) and RFP § 2.7 E], if applicable.
2. The State will not pay or reimburse any travel time or mileage incurred by Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues (see RFP § 2.11).

3. **Payment.** Payment to the Contractor for services rendered shall be delayed if incomplete and/or inaccurate invoices are received. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
4. **Billing Resolution.** The Contractor shall have a process in place for addressing and resolving billing disputes within ten (10) business days of notification to the Contractor of the billing dispute.
5. **Invoice Contents.** All monthly invoicing/billing is to be sent within thirty (30) days of the service provision date directly to the respective Requesting Agency/Entity for which services were provided during the billing period; copies shall be provided, upon request only, to the Contract Administrator. Invoice contents shall be listed separately and include, but not be limited to the following:
  - i. Reference to the Purchase Order/Identifying number;
  - ii. Contractor's name, email address and phone number;
  - iii. Contractor's remittance address;
  - iv. Federal taxpayer identification or (if owned by an individual) Contractor's social security number;
  - v. Unique invoice number, invoice period, invoice date and amount due;
  - vi. Name and address of Requesting Agency/Entity;
  - vii. Date and scheduled start time or Interpreter/Transcriber arrival time, whichever is later;
  - viii. Date and scheduled as well as actual end time, as long as the minimum two (2) hour timeframe (s) are met for Category I and Category II;
  - ix. Service(s) purchased listed separately including the amount for each individual charge; and
  - x. Mileage (number of miles and State per mile rate if travel time rate is applicable.)

All invoices shall be accompanied by the following supporting documentation, as applicable, to facilitate an expedient payment process:

- i. Mapquest or Google Maps printout from Base of Operations to location address;
- ii. Name of Interpreter/Transcriber and National or State Certification number;
- iii. Completed On-Site Interpreter/Transcriber Form for Category(s) I and II only (see Attachment M);
- iv. Copy of email confirmation, to include the hourly/minute rate and total price estimate for the Assignment; and
- v. Any additional information as requested by the Requesting Agency/Entity (e.g., Medicaid Assignments may require additional information).

**A. Service Categories I and II (On-Site Services Only):**

1. Interpreters/Transcribers will be required to remain for the duration of the Assignment unless notified by the On-Site Agency/Entity Representative to cancel.
2. Due to extenuating circumstances, the Requesting Agency/Entity may find it necessary to cancel the services of a Contractor that has already provided email confirmation to an Assignment. In these circumstances, the following procedures and pricing shall prevail:
  - a. For over forty-eight (48) hours notice of written cancellation, no cancellation fee will apply.
  - b. For up to and including forty-eight (48) hours prior to the Assignment scheduled start date and time, upon written notice to the Contractor, the Requesting Agency/Entity may cancel. The Requesting Agency/Entity will pay a cancellation fee to the Contractor. The fee for cancellation of an Assignment shall be either two (2) hours service, or one half (1/2) of the scheduled contracted amount for multi-day Assignments, whichever is greater, plus any mileage for Non-Routine Travel incurred by the Interpreter/Transcriber, upon submission and approval of an invoice as required by RFP §2.7.4.
3. **Non-Routine Travel.** For Non-Routine Travel, the Contractor may bill for mileage at the State per mile rate published at:  
<http://dbm.maryland.gov/agencies/Documents/FleetManagementServices/POVReimburseRates.pdf>, as amended from time to time.

**B. Service Category I – On-Site Visual Language Interpretation:**

1. The minimum billable time will be two (2) hours.
2. 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.
3. Service after the first two (2) hours shall be billed in fifteen (15) minute increments, rounded up to the next applicable fifteen (15) minute interval pro-rated at the fixed, fully-loaded hourly rates, in accordance with the Contractor’s price proposed on the Financial Proposal.
4. Services that are provided beginning during Standard hours but that last through Non-Standard hours may be billed at the Non-Standard hour rate (or Holiday rate as applicable) only for services performed during the Non-Standard/Holiday time. The rate shall be billed in fifteen (15) minute increments, rounded up to the next applicable fifteen (15) minute interval pro-rated at the fixed fully-loaded hourly rates, in accordance with the Contractor’s price proposed on the Financial proposal.

**C. Service Category II – On-Site CART:**

1. The minimum billable time will be two (2) hours.
2. On-Site CART service after the first two (2) hours shall be billed in fifteen (15) minute increments, rounded up to the next applicable fifteen (15) minute interval pro-rated at the fixed, fully loaded hourly rates, in accordance with the Contractor’s price proposed on the Financial Proposal.
3. Services that are provided beginning during Standard Hours but last through Non-Standard Hours may be billed at the Non-Standard hourly rate (or Holiday rate as applicable) only for services performed during the Non-Standard/Holiday time. The rate shall be billed in fifteen (15) minute increments, rounded up to the next applicable fifteen (15) minute interval pro-rated at the fixed fully-loaded hourly rates, in accordance with the Contractor’s price proposed on the Financial proposal.

**D. Service Category III – VRI:**

1. The minimum billable time will be one (1) whole minute and billed in increments of one (1) whole minute intervals.
2. Requests for VRI service may be cancelled at no charge.

**E. Service Category IV – Remote CART:**

1. The minimum billable time will be one (1) hour.
2. Remote CART service, after the first hour, shall be billed in fifteen (15) minute increments, rounded up to the next applicable fifteen (15) minute interval prorated at the respective rates in accordance with the Contractor’s price proposed on the Financial Proposal.
3. For a request for Remote CART service that is cancelled with *less than* twenty-four (24) hours notice, the Requesting Agency/Entity shall pay the Contractor the one (1) hour minimum billable time.

Except as otherwise provided in this section, reimbursement for travel, parking and mileage will not be paid by the State under the terms of the Contract. The State will not pay for administrative or clerical services; such services must be accounted for in the Contractor’s fully-loaded labor rates.

**2.8 Reporting Requirements**

2.8.1 General Reporting Requirements:

- 2.8.1.1 The Contractor shall submit a Monthly Service Category usage report to the Contract Administrator in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) containing, at minimum, the following data:
  - Requesting Agency/Entity;
  - Date(s) of Request;



- Requesting Agency/Entity contact name(s), telephone number(s) and email address(s);
- Service Category Assignment(s);
- Name of Interpreter/Transcriber and National Certification Number;
- Documentation of Interpreter/Transcriber and/or Requesting Agency/Entity no-shows and cancellations;
- Name of Requesting Agency/Entity served, date, scheduled time of Assignment, actual start time of Assignment and length of Assignment; and
- Invoice for each Assignment and invoice totals for each Requesting Agency/Entity.

## **2.9 Complaint Resolution Procedures**

The Contractor shall, at a minimum:

- i. Adhere to the complaint resolution procedures required by this RFP and additional procedures described in its technical proposal;
- ii. Be available at all times during Standard Hours and capable of responding to a complaint being filed during an interpretation/translation throughout the term of the contract;
- iii. Maintain the ability to accept customer complaints via telephone, facsimile, email and U.S. Mail;
- iv. Upon request of the Contract Administrator, ensure that an interpreter/transcriber who has been the subject of more than one (1) Validated Complaint of misinterpretation/mistranslation shall not provide any further services to any Requesting Agency/Entity under this Contract until a Corrective Action Plan containing additional training and quality assurance measures has been developed, approved by the Contract Administrator, implemented and completed;
- v. The Contract Administrator shall give written notice of any performance issues to the Contractor Representative, clearly describing the problem and delineating corrective action requirement(s). The Contractor Representative shall respond with a written Corrective Action Plan within ten (10) business days and implement the Corrective Action Plan immediately upon written acceptance by the Contract Administrator; and
- vi. Should performance issues persist despite the previously agreed to Corrective Action Plan, the Contract Administrator will give written notice of the continuing performance issues, request a new Corrective Action Plan within a specified time limit, and/or determine whether substitution of personnel, including immediate removal and replacement of the Contractor Representative with a qualified substitute, is appropriate (see RFP § 2.10).

## **2.10 Contractor Representative**

2.10.1 The Offeror shall assign a Contractor Representative. The Offeror can assign the same individual or multiple individuals per Service Category to serve as the Contractor Representative if the Offeror is proposing for multiple Service Categories. The Contractor Representative(s) shall be considered “Key Personnel” for the purposes of the application of RFP § 2.10.2, below.

### 2.10.2 Continuous Performance of Key Personnel (Substitution of Personnel)

2.10.2.1 Unless substitution is approved per RFP § 2.10.2.4 1-4, 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 concurrence of the Contract Administrator.

#### 2.10.2.2 Definitions:

##### 2.10.2.2.1 As used in this section:

(a) “Contract Administrator” means the Contract Administrator previously identified in this solicitation, and/or a person designated in writing by the Contract Administrator or the Department or agency to act for the Contract Administrator concerning Contractor personnel substitution issues.

(b) “Day” or “Days” means calendar day or days.

(c) “Extraordinary Personal Circumstance” means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that 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; military service call-up; etc.

(d) “Incapacitating” means 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.

(e) “Sudden” means 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.

### 2.10.2.3 Key Personnel General Substitution Provisions

2.10.2.3.1 The following provisions apply to all of the circumstances of staff substitution described in RFP § 2.10.2.4.

(a) The Contractor shall demonstrate to the Contract Administrator's satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

(b) The Contractor shall provide the Contract Administrator 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; and
- The official resume of the current employee for comparison purposes; and
- Any required credentials pertaining to this RFP.

(c) The Contract Administrator may request additional information concerning the proposed substitution. In addition, the Contract Administrator, 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.

(d) The Contract Administrator 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 Administrator will not unreasonably withhold approval of a requested key personnel replacement.

### 2.10.2.4 Replacement Circumstances

#### 2.10.2.4.1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in RFP § 2.10.2.3 to the Contract Administrator at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in RFP § 2.10.2.4.2, a substitution may not occur unless and until the Contract Administrator approves the substitution in writing.

#### 2.10.2.4.2. Staff Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. [A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Staff Replacement as per RFP § 2.10.2.4.1.]

Under any of the above RFP §2.10.2.4.2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under RFP § 2.10.2.3 within fifteen (15) days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

#### 2.10.2.4.3. Staff Replacement Due to an Indeterminate Absence

If any key staff 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 Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next 20 days to fully resume his/her job duties, before the 25<sup>th</sup> day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under RFP § 2.10.2.3.

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 Administrator, at the option of the Contract Administrator the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

#### 2.10.2.4.4 Directed Staff Replacement

a. The Contract Administrator may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or agency or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in RFP § 2.10.2.4.4 b., below. If after such remediation the Contract Administrator determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days' replacement notification will be provided. However, if the Contract Administrator deems it necessary to remove the offending individual with less than fifteen (15) days' notice, the Contract Administrator can direct the removal in a timeframe of less than fifteen (15) days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with RFP § 2.10.2.3, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, if that occurs first.

b. If deemed appropriate in the discretion of the Contract Administrator, the Contract Administrator 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 Corrective Action Plan within ten (10) days of the date of notice and implement the Corrective Action Plan immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Administrator within five (5) days, as directed in writing by the Contract Administrator.

Should performance issues persist despite the previously agreed to Corrective Action Plan, the Contract Administrator will give written notice of the continuing performance issues and either request a new Corrective Action 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 staff 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.

## **2.11 Meetings**

### 2.11.1 Quarterly Meetings:

2.11.1.1 The Contractor may be required to attend quarterly meetings as scheduled by the Contract Administrator at a location in Maryland, within the general Baltimore-Annapolis region. The precise date and location of each meeting will be determined at least two (2) weeks in advance. For Contractors who reside outside the State of Maryland, attendance may be via conference call with approval of the Contract Administrator.

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

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

2.11.2 Unsatisfactory Performance Meetings: The State reserves the right to schedule additional meetings for discussions relating to unsatisfactory performance issues.

2.11.3 The Contractor will not be paid mileage or hourly/minute rates for attending Quarterly Meetings or meetings to address unsatisfactory performance.

## **2.12 Insurance Requirements**

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

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

2.12.3 The Contractor shall at its own expense, procure and maintain the following insurance throughout the term of the contract:

A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, and the Federal Employers' Liability Act.

B) Automobile Liability (AL)

\$1,000,000 – Combined Single Limit, include Owned, Hired and Non-owned Auto Liability

\$1,000,000- Uninsured /Underinsured Motorists

C) General Liability (CGL) - The Contractor shall purchase and maintain the following insurance protection on an occurrence basis as applicable for liability claims arising as a result of the Contractor's operations under this RFP.

\$2,000,000 - General Aggregate Limit

\$2,000,000 – Products /Completed Operations Aggregate Limit

\$1,000,000 - Bodily Injury/Property Damage Each Occurrence Limit

\$1,000,000 - Personal & Advertising Injury Limit

\$300,000- Fire Legal Liability

\$10,000.- Medical Payments to Others

D) Excess/Umbrella-

\$3,000,000- Each Claim Limit

\$3,000,000-Aggregate Limit

E) Professional Liability-

\$3,000,000- Each Claim Limit

\$3,000,000- Aggregate Limit

2.12.4 In addition to providing a current copy of the Contractor's Certificate of Insurance with its proposal (see RFP § 3.4.3), within five (5) working days after notice of potential award, the Contractor shall provide a copy of the Contractor's current Certificate of Insurance to the Procurement Officer prior to commencing any work under this contract, which, at a minimum, shall contain the above-referenced limits. The State of Maryland shall be named as an additional

named insured on the policies of all casualty, liability, and other types of insurance evidencing this coverage. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the procurement officer, by certified mail, not less than forty five (45) days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the contractor must provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed to do business in Maryland.

2.12.5 The Contractor shall indemnify and defend the State, its officers, employees and agents, from any and all claims, liability, losses, damages, cost and expenses, and causes of actions which may arise out of or relate to the performance or non-performance by the Contractor, its employees or agents, of the contract. This provision shall not be construed as a waiver by the State or its employees and agents of sovereign or any other immunity.

## **2.13 Contract Start-up/ Requester Registration List / Contract Transition**

### 2.13.1 Contract Start-up

Upon Contract commencement date, the DBM website for the Statewide Visual Communication Services Contract will contain the contact information for each of the Contractors. Each Contractor must provide, at minimum, the following information for entry on the DBM website. Starred (\*) items are required. Those items not starred are optional but preferred:

- 2.1.3.1.1 \*Contractor's Name as designated through the Maryland State Department of Assessment and Taxation;
- 2.1.3.1.2 \*The Contractor's Blanket Purchase Order Number for the appropriate Service Category;
- 2.1.3.1.3 \*The operations 1-800 telephone number that the Requesting Agency/Entity will access;
- 2.1.3.1.4 \*The email address that Requesting Agency/Entity will access;
- 2.1.3.1.5 \*The Contractor's mailing address and specific Contact Information (Name of Contact(s), Phone Number, Email Address, etc.);
- 2.1.3.1.6 A URL link to the Contractor's website where users are directly linked to the Contractor's services such as report generation, etc.; and
- 2.1.3.1.7 Frequently Asked Questions provided to the Contract Administrator in MS Word and PDF formats to answer requesters' basic questions regarding the Category of Services and the Contractor's operations.

### 2.13.2 User ID Registration

The Contractor shall provide Requesting Agency/Entity User ID registration information upon Contract Commencement (See Section 1.7). Upon Contract Commencement, the Contractor Administrator will provide the Contractor's 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 requesters. This information will be provided through the DBM website and outreach efforts referenced in Section 1.2.6 to State of Maryland agencies/entities, non-State of Maryland Governments, and Governmental and Not-for-profit Entities. All requesters who provide the necessary registration information to the Contractor(s) at least three (3) business days prior to the “Go Live Date” [See Section 1.2(u)] shall be registered and provided User IDs as of the “Go Live Date”. Requesters registering less than three (3) business days prior to the “Go Live Date” shall be registered within three (3) business days from the date of their registration. For any post “Go Live Date” registrations, the following procedures apply:

- When the Contractor receives a request from an authorized Requesting Agency/Entity, the Contractor will register the Agency/Entity and provide a User ID no later than 4:00 pm of the next calendar day after receipt of the registration.
- For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

#### 2.13.2.1 Requesting Agency/Entity 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, Not-for-profit 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 Administrator.

#### 2.13.3 Contract Transition

If the award of a successor Contract is made to other than the Contractor, upon award notice the Contractor will fully cooperate with the successor Contractor to effect a smooth, seamless transition. Upon award notice the Contractor shall provide a list of all current users described in 2.13.2.1 to the successor Contractor. The Contractor shall provide any updated requester information to the successor Contractor until the expiration of this Contract.

### **2.14 Contract Orientation and Kick-off Meetings**

2.14.1 The Contractor Representative(s) shall attend in-person, or participate via conference call, a mandatory orientation session with the Contract Administrator to obtain a brief overview of the Contract’s procedures. The Contractor shall not invoice or receive reimbursement for attending this orientation.



2.14.2 The Contractor Representative shall also attend at least one (1) contract “kick-off” meeting at which time invited State agencies’ representatives are introduced to the Contractor and familiarized with the Contract’s specifications and provisions. Preferably this Contract “kick-off” Meeting will be held shortly before the start date of the Contract at a location within the Baltimore/Annapolis area. The specific time, date and location for this “kick-off” meeting will be determined by the Contract Administrator in cooperation with the Contractors. At least ten (10) days notice of each “kick-off” meeting will be provided for meetings described in section 2.14.2 and 2.14.3.

2.14.3 Aside from required attendance at a single primary “kick-off” meeting, Contractors may be invited to attend a limited number of additional “kick-off” meetings, such as meetings in different areas of the State, or multiple meetings in major areas of the State, such as the Baltimore/Annapolis area, to accommodate more potential users. If additional “kick-off” meetings are held, they may be either prior to, or after the commencement date of the Contract.

### **2.15 Assignment Procedures**

Instructions for requesting services for each Service Category will be posted on the <http://dbm.maryland.gov> website and provided during the orientation and kick-off sessions following award of the contract(s).

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## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

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

### 3.2 Proposals

Volume I – Technical Proposal shall be sealed separately from Volume II – Financial Proposal but submitted simultaneously to the Procurement Officer at the address listed on the Key Information Summary in RFP § 1.8. **This is the only address to which proposals may be submitted.** An unbound original, so identified, and five (5) copies of each volume are to be submitted. Hard copies must be a complete proposal containing all information contained on the CDs unless otherwise directed.

An electronic version of both the Volume I – Technical Proposal in MS Word or Adobe PDF format, and the Volume II – Financial Proposal in MS Excel format shall also be submitted with the unbound originals, technical or financial volumes, as appropriate. Electronic media shall be submitted on CDs and bear a label on the outside containing the RFP title and number, the name of the Offeror, and the volume number (I or II). Please note that the Offeror must provide separate CDs for the Technical Proposal and the Financial Proposal.

### 3.3 Submission

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

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

### 3.4 Volume I – Technical Proposal

#### 3.4.1 Introduction

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

If an Offeror is submitting a proposal for **more than one (1)** Service Category, the Offeror shall submit a complete package for one Service Category identified as the "Complete Proposal." For

each additional Service Category after the first, the proposal shall include only the information that is different from the contents of the “Complete Proposal.” The different information includes, at a minimum but is not limited to, a Title Page, Table of Contents (RFP § 3.4.4 A), and Technical Proposal (RFP § 3.4.5). The Title Page (and to the extent possible, a header or footer on each page) of each non-Complete Program shall identify the Service Category and that it is not the Complete Proposal.

### **3.4.2 Transmittal Letter**

A single transmittal letter shall accompany the Technical Proposal (“Complete Proposal” if submitting for more than one Service Category). The purpose of this letter is to transmit the proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should be brief, identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide, and be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. (See Offeror’s responsibilities in RFP § 1.24).

If the Offeror is a MDOT certified Minority Business Enterprise, the certification number should be included in the Transmittal Letter which accompanies the Technical Proposal.

### **3.4.3 Additional Required Technical Submissions**

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal or “Complete Proposal” only);
- Completed Living Wage Affidavit of Agreement (Attachment I - with original of Technical Proposal or “Complete Proposal” only); and
- Copy of current Certificate of Insurance (with original of Technical Proposal or “Complete Proposal” only). This current Certificate does not need to comply with the requirement of RFP § 2.12.4. Only the selected Offeror will need to comply with RFP § 2.12.4.

### **3.4.4 Format of Technical Proposal**

Technical proposals must be submitted in a separate, package labeled “Volume I – Technical Proposal” and must bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package, an unbound original, to be so labeled, five (5) hard copies, and the electronic version on one CD shall be provided. RFP § 2 provides requirements and RFP § 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal should be organized and numbered in the same order as provided in this RFP.

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

#### **3.4.4.1 Title Page and Table of Contents**

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

### **3.4.4.2 Executive Summary**

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

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

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

### **3.4.4.3 Offeror Experience and Capabilities**

A. The Offeror shall include information on past experience with similar projects/contracts. The Offeror shall describe how its organization can meet the requirements of this RFP (see Section 2, Scope of Work) and shall include the following:

- The number of years the Offeror has provided these services;
- The number of clients and geographic locations that the Offeror currently serves;
- An organizational chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary and back-up roles. Provide the names and titles of the key management personnel, (other than the Contractor Representative required under RFP § 3.4.10 below), directly involved with supervising the services rendered under this Contract along with their resumes.

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

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

The Procurement Officer or her designee may contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror’s level of performance of State contracts. Information obtained regarding the Offeror’s

level of performance on State contracts will be considered as part of the experience and capabilities evaluation criteria of the RFP. (see RFP § 4.2)

C. References from its customers (at least three (3) are preferred) who are capable of documenting the Offeror's ability to provide the services required under this RFP. References for each Service Category must be capable of describing the Offeror's work and performance in that service area and type of visual communication services. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:

- Name of client;
- Name, title, telephone number and email address of point of contact for client;
- Value, type, and duration of Contract(s) supporting client;
- The services provided, scope of the Contract, and objectives satisfied; and
- Location where services were provided.

The Procurement Officer or her designee may contact one or more of the identified customer references to ascertain the Offeror's quality of performance. Information obtained regarding the Offeror's performance will be considered as part of the experience and capabilities evaluation criteria of the RFP. (see RFP § 4.2)

### **3.4.5 Offeror's Response to Scope of Work**

In an orderly, concise manner, the Offeror shall address each requirement in Section 2 "Scope of Work" of this RFP and describe how its proposed services will meet those requirements, in the same order in which those sections are described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. The Offeror, however, should not merely rely on a stated agreement to perform the requested work; rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

#### **3.4.5.1 Responses to Work Requirements for Each Service Category (RFP §§ 2.2-2.5)**

Each response to these RFP sections shall include an explanation and description of how the work will be done. In addition, for each Service Category, the Offeror shall discuss its ability to provide adequate interpreter/transcriber staff and describe its staffing model (e.g., the use of employees versus subcontractors, the number/size of available staff, etc.).

For On-Site Services: Categories I and II

Include the number of interpreters/transcribers the Offeror has available to provide services required by the RFP by Service Category and Region, as applicable, as of the date of proposal submission, broken down by the number that are employees of the Offeror versus the number that are Independent Contractors. For interpreters/transcribers that are Independent Contractors state how many the Offeror has actual experience using /working with consistent with the

requirements of this RFP. Describe the Offeror's process for vetting interpreters/transcribers in terms of any or all of the following: validating certification/licensing, education, administering its own qualifications, testing, trial on-the job quality monitoring, and required orientation training. Also describe in detail the process for matching an interpreter/transcriber with a particular Assignment, providing notification to the requesting agency/entity of confirmation of an Assignment, including the identity of the assigned interpreter/transcriber. As applicable, describe the Offerors process for handling missed Assignments, appointments, background checks, or instances when an interpreter/translator will be late.

For Remote Services: Categories III and IV

- 1-Describe the site or sites from which services will be performed;
- 2-Describe the staffing, equipment, authorized software, etc. used at the remote site and on-site as well as what equipment is compatible on-site if applicable;
- 3-Describe backup (redundant) capabilities in case of equipment, power, internet failure, etc.;
- 4-Describe the manner in which on demand Assignments will be distributed to interpreters/translators in terms of whether Assignments are given to on-site personnel or distributed to independent contractor interpreters/translators; and
- 5-Describe the Offeror's capacity in terms of maximum number of simultaneous Assignments that can be handled and maximum number of Assignments actually handled, ie. percentage of maximum capacity that as ever occurred. Also describe the ability to expand simultaneous capacity in terms of what the required timeframe to implement is and circumstances that would trigger the need for expansion.

### **3.4.6 Training and Certification / Quality Assurance Procedures (RFP § 2.6)**

The Offeror shall describe in detail its written policy & procedures for:

- A. Ensuring that all interpreters/transcribers assigned possess the appropriate Service Category certification(s);
- B. Providing interpreter/transcriber training, certification and quality assurance Procedures; and
- C. Its confidentiality assurance processes and policies.

### **3.4.7 Service Category Billing / Invoicing (RFP § 2.7)**

For ALL Service Categories:

For each requirement, Offerors shall provide a detailed description of its capability of or procedures for, a statement of compliance and/or other identified information, as appropriate. In particular the Offeror shall acknowledge the requirement to invoice each Requesting Agency/Entity separately.

### **3.4.8 Reporting Requirements (RFP § 2.8)**

The Offeror shall describe in detail:

How it will address and meet the reporting requirements of this RFP, describe its standard reports, and provide samples of its system reporting features and capabilities.

### **3.4.9 Complaint Resolution (RFP §2.9)**

The Offeror shall describe in detail:

- A. Its written procedures for reporting problems and investigating complaints/suspected problems with its services within the scope of this RFP; and
- B. How all complaints received concerning services within the scope of this RFP in any format (oral, written, fax, e-mail) will be documented and kept on file for review at the discretion of the Contract Administrator.

### **3.4.10 Assignment of Contractor Representative (RFP §2.10)**

#### Assignment of Contractor Representative

The Offeror shall:

- A. Submit a current resume of each individual(s) who it anticipates will serve as a Contractor Representative, per Service Category, under this Contract; and
- B. Submit a written description of each individual's job description which includes where that position falls within the organization's hierarchy (i.e. position authority level), the individual's current duties and responsibilities, and an outline of the individual's overall managing experience and abilities.

### **3.4.11 Participation in Requester Meetings (RFP §§ 2.11, 2.14)**

- A. In accordance with RFP §§ 2.14.1, 2.14.2, Offerors shall acknowledge agreement to participate in the mandatory orientation session, at least one (1) contract "kick-off" meeting and, if held, annual contractor/user communication meetings (forums);
- B. In addition, as per RFP § 2.11.3 Offerors shall describe their willingness to:
  - i. Participate in additional contract kick-off meetings and advise of how many;
  - ii. Attend more than one contractor/user communication meeting during each year of the contract; and
- C. In addition to responding to the above described specific outreach/communications meetings, Offerors should provide a general description of other marketing/communications efforts they will undertake if awarded a contract.

### **3.4.12 Compliance with Assignment Process Procedures (RFP § 2.15)**

Offerors shall acknowledge their understanding of how Assignments will be handled during the term of their Contract.

### **3.4.13 Problem Escalation Clause**

In response to RFP § 1.36, the Offeror must provide a draft procedure that includes, at minimum, titles of individuals to be contacted by the Contract Administrator should problems

arise under the Contract, and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP § 1.36.2.

### **3.4.14 Financial Capability and Statements**

Offerors shall submit:

- A. Evidence that the Offeror has financial capacity to provide RFP required services, including one or more of:
  - i. Copies of the last two (2) year end audited financial statements or best available equivalent report and an analysis of those financial statements/reports;
  - ii. Abbreviated profit and loss statements and abbreviated balance sheets for the last two years;
  - iii. At least one (1) bank or other financial institution credit [e.g. line(s) of credit] and financial reference;
  - iv. Dunn and Bradstreet rating if applicable; and
  - v. Evidence of successful financial track record and adequate working capital.

### **3.4.15 Economic Benefit Factors**

**NOTE: Because there is no guaranteed minimum or maximum usage for any Service Category, the following information should be provided for every \$10,000 of usage.**

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

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

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

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

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

1. generic statements that the State will benefit from the Offeror's superior performance under the contract;



2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

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

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

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your financial proposal;
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

### **3.4.16 Subcontractors**

Except for individual interpreters working as independent contractors for an Offeror, Offerors shall identify Subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract. (Subcontractors and their use will be evaluated under the appropriate criteria for the Service Category(ies) they will be providing.)

### **3.4.17 Contract Implementation / User Registration List / Contract Transition**

The Offeror shall acknowledge its compliance with the requirements of RFP § 2.13. For transition to a successor contractor and for registration of requesters prior to the Go Live Date, fully describe how the Offeror, if selected for award, would be fully ready to commence Contract services by the Go Live Date, and how it will register new requesters after the Go live Date in

compliance with the timeframes in § 2.13. In addition, fully describe how Expedited and Emergency Requests are processed.

### **3.4.18 Background Checks/Fingerprinting**

The Offeror shall acknowledge its capability of complying with the requirements of RFP § 1.35 if so requested.

### **3.4.19 Optional Services**

The Offeror shall acknowledge its capability of providing Interpreters/Transcribers who have the skills to provide Oral Transliteration, Cued Speech Transliteration, SEE I and II services, Tactile Services, and Certified Deaf Interpretation if proposing to the applicable Service Category for these Optional Services in Category I and Category III.

### **3.4.20 Litigations/ Legal Actions**

The Offeror shall describe any litigation and/or government action taken, proposed or pending against it or any of its entities during the most recent five (5) years. This information shall include notice of whether the Offeror or Offeror's interpreters/transcribers have had their applicable registration and/or certification for this RFP suspended or revoked in any jurisdiction within the last five (5) years, along with an explanation. In addition, provide a Legal Action Summary. This summary must include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

If an Offeror responds to this section with a generic statement such as, "See 10K" or "See SEC filing":

- a. The referenced document must be included in the Technical Proposal;
- b. The location within the document where the requested information can be found should be specifically noted; and
- c. The information contained in the indicated section should be responsive to the information requested under this section. A generic statement in the document to the effect that there often are what might be called nuisance lawsuits filed against the Offeror will only be sufficient if it is a true statement; i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.

## **3.5 Volume II – Financial Proposal**

Under a separately sealed cover from the Technical Proposal and clearly identified in the format identified in RFP § 3.2, the Contractor shall submit an original unbound copy, five (5) hard copies, and an electronic version in MS Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment D for the appropriate Service Category(ies).

The Financial Proposal shall be signed by an individual who is authorized to commit the Offeror to the service requirements as follows, depending on the Offeror's form of business organization:

1. Sole Proprietorship. Proprietor shall sign full name, with address.
2. Partnership and Joint Venture. Submit the Financial Proposal form in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the Offeror's proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind other purported partners is required. Include a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents. At the State's option, all general partners may be required to sign. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for the proposal to be deemed not reasonably susceptible of being selected for award.
3. Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

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

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## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

The criteria to be applied to each Technical Proposal for each services category are listed below in descending order of importance. The section(s) of the RFP which each criterion will evaluate is identified in parentheses after the criterion.

- i. Experience, Capability and References (RFP § 3.4.4.3); (3.4.16); (3.4.19); (3.4.20);
- ii. Offeror's Response to Scope of Work (RFP § 3.4.5); (3.4.11); (3.4.12); (3.4.13); (3.4.17); (3.4.18); (3.4.19);
- iii. Contractor Representative (RFP § 3.4.10);
- iv. Training and Certification/Quality Assurance Procedures (RFP § 3.4.6);
- v. Service Category Billing and Reporting Requirements (RFP § 3.4.7); (3.4.8);
- vi. Complaint Resolution (RFP § 3.4.9); and
- vii. Maryland Economic Benefit (RFP § 3.4.15).

### 4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price(s) proposed on Attachment D for the appropriate Service Category(ies) and Region(s).

### 4.4 Reciprocal Preference

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

## **4.5 Selection Procedures**

### **4.5.1 General Selection Process**

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

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

### **4.5.2 Selection Process Sequence**

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform to the standards described, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two (2) weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule for oral presentations is set by the State.
- 4.5.2.2 Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to evaluate further the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

### **4.5.3 Award Determination**

#### **4.5.3.1 Categories I and II (On-Site Visual Language Interpretation and On-Site CART);**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend up to five (5) awards of Contract(s) to the responsible Offeror(s) in Service Category(ies) I and II whose proposals are determined to be the most advantageous to the State considering technical evaluation factors and financial factors as set forth in this RFP.

#### **4.5.3.2 Categories III and IV (VRI and Remote CART);**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement officer will recommend a primary and secondary award for Category(ies) III and IV whose proposals are determined to be the most advantageous to the State considering technical evaluation factors and financial factors as set forth in this RFP.

In making the most advantageous Offeror determination for each award recommendation, ( RFP §§4.5.3.1, 4.5.3.2) technical factors will be given equal consideration with financial factors.

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## **ATTACHMENTS**

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

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

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

**ATTACHMENT D** –Financial Proposal Instructions and Form. The Financial Proposal Form(s) shall be completed and submitted as the Financial Proposal.

**ATTACHMENT E** – Electronic Funds Transfer (EFT) Registration Request Form.

**ATTACHMENT F** – Procurement Officer’s Proposal(s) Submission Checklist.

**ATTACHMENT G** – Directions to Pre-Proposal Conference.

**ATTACHMENT H** – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP § 1.3 by those potential Offerors who plan to attend the conference.

**ATTACHMENT I** –Living Wage Requirements for Service Contracts explains the main features of the requirements that Contractors must meet.

**ATTACHMENT J** –Living Wage Affidavit of Agreement. The affidavit asks for acknowledgement of understanding and consent to comply with Living Wage provisions of the Contract and must be completed and submitted with the Offeror’s technical proposal.

**ATTACHMENT K** – Demographics of Hearing Loss.

**ATTACHMENT L** – On-Site Interpreter/Transcriber Assignment Sheet.

## ATTACHMENT A – CONTRACT

THIS CONTRACT (the “Contract”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT.

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

### 1. Definitions

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

1.1 “Contract” means this contract for Visual Communication Services.

1.2 “Contract Administrator” means the administrator designated by the Department in Section 1.8 of the RFP. The Contract Administrator is Joy Epstein of the Department. The Department may change the Contract Administrator at any time by written notice.

1.3 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.

1.4 “Department” means the Maryland Department of Budget and Management.

1.5 “Financial Proposal” means the Contractor’s Final Financial Proposal dated \_\_\_\_\_.

1.6 “Procurement Officer” means the officer designated by the Department in Section 1.8 of the RFP. The Procurement Officer is Joy Epstein of the Department. The Department may change the Procurement Officer at any time by written notice.

1.7 “RFP” means the Request for Proposals for Visual Communication Services, No. 050B340001 dated September 28, 2012 including addenda and attachments as amended through \_\_\_\_\_.

1.8 “State” means the State of Maryland.

1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_, as revised and supplemented by the Contractor’s responses to questions, requests for cure, and BAFO submissions through \_\_\_\_\_ <<DATE>>.

### 2. Scope of Work

2.1 The Contractor shall provide Visual Communication Services for the following Service Category(ies) \_\_\_\_\_ and if applicable, Region(s). These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:



- Exhibit A – Request for Proposals;
- Exhibit C – Contractor’s Technical Proposal dated\_\_\_\_\_.
- Exhibit B – Contractor’s BAFO/Financial Proposal dated\_\_\_\_\_;
- Exhibit D –State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_;
- Exhibit E – Bid/Proposal Affidavit, executed by the Contractor and dated \_\_\_\_\_;and
- Exhibit F – Living Wage Affidavit, executed by the Contractor and dated \_\_\_\_\_;

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

**3. Time for Performance**

The Contract resulting from this RFP shall be for a period of three (3) years beginning on \_\_\_\_\_, 2013 and ending on \_\_\_\_\_, 2015, unless terminated earlier as provided in this Contract. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer. The Department, at its sole option, has the unilateral right to extend the term of the Contract for up to two additional, successive one-year contract year terms. Audit, confidentiality, document retention, and indemnification obligations under this contract shall survive expiration of the Contract.

**4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the State shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on Exhibit B, Contractor’s Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor for the services required pursuant to this Contract shall not exceed \$\_\_\_\_\_ (\_\_\_\_\_ Thousand Dollars) during the entire term of this Contract, including the base term and any option exercised by the State. Contractor shall notify the Contract Administrator, in writing, at least 60 days before payments reach the specified amount. Any work performed by the Contractor in excess of the not-to-exceed amount without the prior written approval of the Procurement Officer is at the Contractor’s risk of non-payment. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 The Contractor(s) shall invoice each individual requesting agency or non-State of Maryland government entity or not-for-profit entity for receipt of payment. Payments from State of Maryland agencies to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the requesting State agency/entity’s receipt of a proper invoice for services provided by the Contractor, acceptance by the requesting agency/entity of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered shall include the Contractor’s Federal Tax Identification Number which is \_\_\_\_\_.

payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Administrator. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

4.4 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## **5. Rights to Records**

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, exclusively for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Nothing in this Section 5 shall abrogate the Contractor's rights to its intellectual property as developed and in existence prior to this Contract.

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

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

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

5.5 Upon termination of this Contract, the Contractor shall, at its own expense, deliver any equipment, software or other property provided by the State (or a Requesting Agency/Entity) to the place identified by the Procurement Officer or Contract Administrator.

## **6. Patents, Copyrights, Intellectual Property**

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

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

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

## **7. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law. This Section 7 shall survive expiration of this Contract.

## **8. Loss of Data**

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

## **9. Indemnification**

9.1 The Contractor shall hold harmless and indemnify the State (and its agencies, units or instrumentalities) from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

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

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

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

9.5 This Section 9 shall survive termination of this Contract.

## **10. Non-Hiring of Employees**

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

## **11. Disputes**

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

## **12. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

## **13. Nondiscrimination in Employment**

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

## **14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling

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

#### **15. Non-availability of Funding**

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

#### **16. Termination for Cause**

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

#### **17. Termination for Convenience**

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

#### **18. Delays and Extensions of Time**

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

subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **19. Suspension of Work**

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

#### **20. Pre-Existing Regulations**

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

#### **21. Financial Disclosure**

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

#### **22. Political Contribution Disclosure**

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

#### **23. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances. This Section 23 shall survive expiration of this Contract.

**24. Compliance with Laws; Representations and Warranties**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**25. Cost and Price Certification**

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

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

**26. Subcontracting; Assignment**

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

**27. Parent Company Guarantee (If Applicable)**

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

**28. Commercial Nondiscrimination**

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by The Department of Budget and Management, in all sub-contracts.
- C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission’s request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**29. Prompt Pay Requirements**

- 29.1. If a contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:
  - 29.1.1 Not process further payments to the contractor until payment to the subcontractor is verified;
  - 29.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
  - 29.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - 29.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - 29.1.5 Take other or further actions as appropriate to resolve the withheld payment.



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

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

29.3.1 Affect the rights of the contracting parties under any other provision of law;

29.3.2 Be used as evidence on the merits of a dispute between the State and the Contractor in any other proceeding; or

29.3.3 Result in liability against or prejudice the rights of the State.

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

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

29.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

29.5.2 This verification may include, as appropriate:

29.5.2.1 Inspecting any relevant records of the Contractor;

29.5.2.2 Inspecting the jobsite; and

29.5.2.3 Interviewing subcontractors and workers.

29.5.2.4 Verification shall include a review of:

29.5.2.4.1 The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

29.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

29.5.3 If the State determines that the Contractor is in noncompliance with certified MBE participation goals, then the State will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

29.5.3.1 Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

29.5.4 If the State determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the State requires, then the State may:

29.5.4.1 Terminate the contract;

29.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

29.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

29.5.5 Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**30. Living Wage**

- A. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10.
- B. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. If Contractor is an out of state Contractor, this contract is deemed to be a Tier 1 Contract.
- C. The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- D. The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

**31. Administrative**

31.1 **Procurement Officer.** The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Procurement Officer is Joy Epstein of the Department.

31.2 **Contract Administrator.** The Contract Administrator is Joy Epstein of the Department.

31.3 **Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: State of Maryland Dept. of Budget and Management.  
45 Calvert Street Room 143  
Annapolis MD 21401

Attention: Joy Epstein

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET AND MANAGEMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Approved for form and legal sufficiency

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, Section 14-308(a) (2) of the State Finance and Procurement Article, of the Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

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

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

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State

Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**K. ACKNOWLEDGEMENT**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this Affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more

shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## ATTACHMENT D – FINANCIAL PROPOSAL INSTRUCTIONS AND FORM(S)

### Instructions

Instructions:

1. In Tab #1: These are the instructions for Category I- Onsite Visual Language Interpretation for each Region:
  - ◆ Propose your Routine Standard Hourly rate for each Region on line 1.
  - ◆ Propose your Optional Services Hourly rate for each Region on line 3.
2. In Tab #2: These are the instructions for Category II-Computer Assisted Real-Time Transcription (CART) for each Region;
  - ◆ Propose your Routine Standard Hourly rate for each Region on line 1.
  - ◆ Propose your Transcript Fee for edited/certified transcripts for each Region on line 2.
  - ◆ Propose your Projector Screen fee for each Region on line 3.
3. In Tab #3: These are the instructions for Category III-Video Remote Interpretation (VRI);
  - ◆ Propose your Routine per minute rate for Video Remote Interpretation Services on line 1.
  - ◆ Propose your Routine per minute rate for Optional Services Hourly Rate on line 3.
4. In Tab #4: These are the instructions for Category IV-Remote CART;
  - ◆ Propose your Hourly Rate for Remote CART Services on line 1.
  - ◆ Propose your Transcript Fee for edited/certified on line 2.
5. Follow instructions from RFP § 2.7, Invoicing for any applicable rates for Non-standard hourly fees allowed.

**Note: The financial forms will auto calculate the evaluation price based upon an estimated model. The quantities listed in this model will be used solely to calculate an evaluated price. None of the quantities listed is guaranteed as either a minimum or maximum level of usage.**

# **FINANCIAL PROPOSAL FORM**

**Service Category I: On-Site Visual Language Interpretation**

**See Excel document entitled “Visual Communication Svcs - Attch D PriceSheet.xls”**

**tab entitled “Attachment D-1 - ON-SITE VCS”**

## **FINANCIAL PROPOSAL FORM**

**Service Category II: Computer Assisted Real-Time Transcription (CART)**

**See Excel document entitled “Visual Communication Svcs - Attch D PriceSheet.xls”**

**tab entitled “Attachment D-2 - ON-SITE CART”**

## **FINANCIAL PROPOSAL FORM**

**Service Category III: Video Remote Interpretation (VRI)**

**See Excel document entitled “Visual Communication Svcs - Attch D PriceSheet.xls”**

**tab entitled “Attachment D-3 -VIDEO REMOTE”**



# **FINANCIAL PROPOSAL FORM**

**Service Category IV: Remote CART**

**See Excel document entitled “Visual Communication Svcs - Attch D PriceSheet.xls”**

**tab entitled “Attachment D-4 - REMOTE CART”**

**ATTACHMENT E – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION  
REQUEST FORM**

**State of Maryland  
Comptroller of Maryland**

Date of request \_\_\_\_\_

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

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code 

--	--	--	--	--	--	--	--

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**Taxpayer identification number:**

Federal Employer Identification Number: 

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(or) Social Security Number: 

--	--	--

--	--

--	--	--	--	--

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financial institution information:**

Name and address \_\_\_\_\_

Contact name, phone number (include area code), \_\_\_\_\_

ABA number 

--	--	--	--	--	--	--	--	--	--

Account number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type  Checking  Money Market  Savings

**Format Desired:** \_\_\_\_\_ CCD \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* (Check one.)

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

A **VOIDED CHECK** from the bank account shall be attached.

(OVER)



## ATTACHMENT F – DIRECTIONS TO PRE-PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters  
7201 Corporate Center Dr., Harry Hughes Room Suite 2  
Hanover, Md. 21076

### **Baltimore:**

*From 695;* Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

### **Washington:**

*From Baltimore-Washington Parkway (295);* Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

### **Annapolis:**

*From I-97;* Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

**ATTACHMENT G – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. 050B340001**  
Project Title: Visual Communication Services

A Pre-proposal Conference will be held at **10:00 AM (Local Time), on Thursday, October 16, 2012 at:**

MDOT Headquarters  
7201 Corporate Center Dr.  
Harry Hughes Room, Suite 2  
Hanover, Md. 21076

**For directions to the meeting site, See Attachment F – Directions to the Pre-Proposal Conference** or you may contact Ms. Joy Epstein via e-mail ([jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)) or phone (410.260.7570).

**E-mail or return this form to the Procurement Officer by 4:00 PM on Friday, October 12, 2012, advising whether or not you plan to attend this Conference:**

Joy Epstein  
Department of Budget & Management  
Office of Procurement Analysis & Administration  
45 Calvert Street, Room 143  
Annapolis, MD 21401  
Phone: (410) 260-7570  
Fax #: (410) 974-3274  
Email: [jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)

**Please indicate:**

\_\_\_\_\_ **Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.

\_\_\_\_\_ **No, we will not be in attendance.**

\_\_\_\_\_  
**Company/Firm/Vendor Name**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Contact Name**

**ATTACHMENT H- LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (A) has a State contract for services valued at less than \$100,000, or
- (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (A) performs work on a State contract for services valued at less than \$100,000,
- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

(3) Service contracts for the following:

- (A) services with a Public Service Company;
- (B) services with a nonprofit organization;
- (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- (D) services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of

the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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



B. \_\_\_\_\_(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

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

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date

**ATTACHMENT J – DEMOGRAPHICS OF HEARING LOSS**

<<See attached PDF document>>  
Demographics of Hearing Loss

**ATTACHMENT K- ON-SITE INTERPRETER ASSIGNMENT SHEET**

<<See attached PDF document>>

**ATTACHMENT L– SAMPLE REQUESTER FORM ON DBM WEBSITE FOR ALL SERVICE CATEGORIES**

All fields are required to be filled in by the Requesting Agency/Entity.

Requester Name and Contact information: \_\_\_\_\_

Requester Registration ID number: \_\_\_\_\_

Information about deaf or hard of hearing consumer:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Information about the request:

Request Type: \_\_\_\_\_ (Category I, II, III, or IV)

Title/Description: \_\_\_\_\_

Location: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Enter date in mm-dd-yyyy format.

Day(s): \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_ Enter time in hh:mm format.

Number Attending: \_\_\_\_\_

Requested turnaround time for response: \_\_\_\_\_

If attendees include multiple deaf consumers, please provide the name of each additional deaf consumer in the notes field below.

Requester/Contact:

Check if this request is an Emergency, Expedited, or Holiday request:

Emergency  Request is seventy two (72) hours or less. Applies to Category I and II only.

Expedited  Request is twenty four (24) hours or less. Applies to Category I and II only.

Additional Information.

Notes:

Submit