

Division of Purchases Competitive Award Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the direct result of a competitive RFP or a subsequent renewal that was anticipated in the RFP. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Jeffrey Wm. Cotnoir	Office/Division/Program	Statewide Master Agreement
Agreement Amount: \$	\$0.00 – Based on Usage	Contract (CT) Number:	MA - TBD
Start Date:	04/01/2015	End Date:	03/31/2017
Selected Bidder's Business Name and Address:	Stuart B. Consultants, Inc. D/B/A Birnbaum Interpreting Services 8555 16 th St., Suite 300 Silver Springs MD 20910		
Phone:	301-587-8885	VC Number:	VC1000087249
Type of Service:	Video Remote Interpreting Services		

1. RFP Number Assigned by Purchases:

RFP#: 201411878 Initial contract. First renewal. Second renewal. Third renewal.
If this is a first, second, or third renewal after an RFP, you need not complete sections 2, 3, and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form, and send it with the contract.

2. Identify Bidders

3. Review and Scoring Process.

Describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.

4. Reminder regarding Award Notification Letters.

If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website: http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

Signature:

Jeffrey Wm Cotnoir

Date:

4/8/2015

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Agreement to Purchase Services

THIS AGREEMENT, made this 3rd day of April, 2015, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Stuart B. Consultants, Inc., D/B/A Birnbaum Interpreting Services, located at 8555 16th St., Suite 300, Silver Spring, MD 20910, telephone number 301-587-8885, hereinafter called "Provider", for the period of April 1st, 2015 to March 31st, 2017.

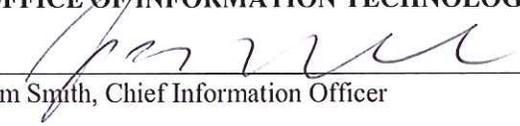
The AdvantageME Vendor/Customer number of the Provider is VC1000087249

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A: Specification of Work to be Performed
- Rider B: Method of Payment and Other Provisions
- Rider C: Exceptions to Rider B
- Rider D: RFP #201411878 - Video Remote Interpreting Services
- Rider E: Vendor Response to RFP
- Rider F: Invoice Requirements
- Rider G: Identification of Country in Which Contracted Work Will Be Performed
- Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions

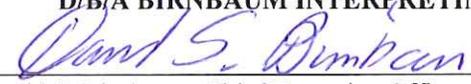
IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 (two) original copies.

**ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY**

By: 
Jim Smith, Chief Information Officer

and

**STUART B. CONSULTANTS, INC.,
D/B/A BIRNBAUM INTERPRETING SERVICES**

By: 
David S. Birnbaum, Chief Executive Officer

Total Agreement Amount: \$0.00 – Based on Usage

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

The use of this standard form of agreement is controlled by and subject to revision by the Division of Purchases. The current version of this form is available at the Division website (<http://www.maine.gov/purchases/info/forms.html>), or at 9 State House Station, Augusta, Maine 04333-0009.

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AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.	PROGRAM
Individual	Agency	Coding	Per	Delivery	Order	Issued	Against	MA

The remainder of this page left intentionally blank.
RIDER A - Specifications Of Work To Be Performed
Page follows.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The State requires an effective Video Remote Interpreting Service to optimize communication with D/deaf persons who work for, or seek access to services from, State agencies or offices. The VRI Service must function so that D/deaf members of the public/customers and employees of the State, using Sign Language and English as their means of conversing, can communicate effectively through an interpreter, which service will be delivered smoothly to the site of the conversation via Internet. The VRI Service must operate easily and interface effectively within the State's information technology system and in conjunction with State equipment and web services. The provider of the VRI Service will maintain records and provide separate invoicing to Departments or other Maine public entities using it. The VRI Service will meet the following requirements;

A. Customer Functionality

1. Provide on-demand sign language interpreting services at various State facilities statewide without an appointment at any hour of any day, and provide pre-scheduled video remote interpreting services as needed;
2. Deliver the interpreting services to State agencies using the State's available desktop, laptop or tablet computer equipment and Internet service;
3. Be easily usable by staff of the State without special technical expertise;
4. Provide effective audiovisual communication using American Sign Language (and/or a customer's version of ASL) that utilizes terminology, place names, and dialects generally understood and used by D/deaf persons in Maine; and
5. Deliver any requisite training or special knowledge for State employees to operate the service.

B. Interpreting Performance

1. VRI requests to qualified interpreters must be answered in a timely manner when the request is placed;
2. Interpreter must determine whether a request for VRI service in a particular instance may be inappropriate, (including but not limited to: checking for conflicts of interest);
3. Make determinations when a service request is placed, in consultation with the agency making the request, regarding what level of credentialing/expertise (e.g., legal, medical, team, Deaf interpreter) is necessary within the circumstances of the assignment;
4. Comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement, and comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification," and the rules and regulations promulgated thereunder; and

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5. Provide interpreter services to the State in a professional and ethical manner. Provider shall include with their proposals a signed copy of the Code of Professional Conduct acknowledgement form, which has been provided with this RFP as Attachment 1. By signing the Code of Professional Conduct, Provider understands their responsibility and agrees to provide services that comply with these professional and ethical requirements.

C. Technical Requirements:

VRI Services must be:

1. Compatible with existing State of Maine Information Technology System and usable from existing State user equipment. The Departments have laptop and desktop computers with cameras and also have video conferencing equipment, videophones, and some Apple equipment. Provider may submit information regarding VRI operation on equipment that is laptops or not laptops.

The following information describes technical standards, applications, and equipment that are employed by State of Maine Departments:

Network infrastructure

- 10 MB WAN minimum

Network Domain Services

- Microsoft Active Directory
- Firewall: Firewall 1, outgoing connections not restricted by firewall
- DHCP: Fixed IP addresses set in DHCP server for appliances on the network

Other Services and Standards

- Teleconferencing standard: InterCall.
- Web conferencing standard: Adobe Connect
- Videoconferencing: Polycom and Tandberg in some locations, IP or ISDN depending on location

Currently Supported Server Operating Systems

- Windows Server, all versions currently supported by Microsoft

Supported Desktop Components

- Windows 7 or above
- Microsoft Office 2010 products
- Browser – Internet Explorer, Firefox, Safari, and Chrome are supported
- Standard Windows-compatible peripherals such as USB webcams

2. Compatible with Google Chrome or Internet Explorer;
3. Client application(s) operable on both Windows 7 Professional 32- and 64-bit;
4. Operable with web-based systems without downloading or installing stand-alone software or proprietary hardware onto individual computers.
5. Operational on a 10 MB WAN and at all times below 5 Mbps demand bursts;

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6. Usable from existing State laptop computers with commodity web cams;
7. Able to consistently deliver high-quality video and audio with minimization of latency and jitter;
8. Able to guarantee confidentiality, privacy, and security for all VRI conversations; and
9. Designed to incorporate accessible user interface(s) for persons with disabilities, such that the VRI Service applications, content, and any related user documents comply with the Computer Application Program Accessibility Standard, the Website Standards, and the Website Accessibility Policy of the State of Maine (see www.maine.gov/oit/accessiblesoftware, www.maine.gov/oit/webstandard, and www.maine.gov/oit/accessibleweb).

D. Administration:

1. Designate a single point of contact (account representative) who will manage the State's VRI Services account;
2. Provide support services from a Helpdesk between 7 AM and 7 PM (Eastern Standard Time);
3. Ensure VRI solution is maintained in accordance with current State Operating Systems and software versions throughout the term of the contract;
4. Collect and be able to provide data to identify State agencies that initiate a VRI call; provide invoices to individual State agencies that use the service; provide historical performance statistics regarding hours of usage, number of calls, speed of call answering, technical problems, and lost call;
5. Maintain and be able to provide a record of individual interpreters who respond to service requests under any contract resulting from this RFP;
6. Coordinate with State agencies and their identified coordinators who will be responsible for setting up account passwords for staff who have been given authorization to access VRI services.
7. Establish individual accounts to manage service requests from and billing to a specific agency. Billing must include sufficient detail to authorize payment for services. Detail must include: account (user), date of services, time of service, and length of service.
8. To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver a Business Associate agreement (BA agreement) in a form acceptable to the State. The terms of the BA agreement shall be incorporated into this Agreement by reference. The State shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the State or fails to adhere to the terms of the BA agreement.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00 – Based on Usage
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:
State agencies to pay Provider per qualified invoice. (See Rider F - Invoice Requirements)

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name:	<u>Jeffrey Wm. Cotnoir</u>
Title:	<u>Vendor Management, Management Analyst I</u>
Address:	<u>Office of Information Technologies</u> <u>51 Commerce Dr., SHS #145</u> <u>Augusta, ME 04333-0145</u>
Telephone:	<u>207-624-9449</u>
E-mail address:	<u>vmo.oit@maine.gov</u> or <u>jeff.cotnoir@maine.gov</u>

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.
10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:
- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

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f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

RIDER D
RFP #201411878 - Video Remote Interpreting Services

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE
& FINANCIAL SERVICES
AND
DEPARTMENT OF LABOR

RFP # 201411878
Video Remote Interpreting Services

RFP Coordinator:
Jeffrey Wm. Cotnoir
Vendor Management Office
Office of Information Technology
51 Commerce Drive
Augusta ME 04333

Tel: (207) 624-9449 e-mail: ymo.oit@maine.gov Fax: (207) 287-4563

From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person / State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Bidders' Conference: Not applicable.

Deadline for Submitted Questions: Friday, January 23rd, 2015, not later than 5:00 p.m. Eastern Time

Proposals Due: Thursday, February 5th, 2015, not later than 2:00 p.m. Eastern Time

Submit to:

Division of Purchases
Burton M. Cross Building, 111 Sewall Street, 4th Floor
9 State House Station, Augusta ME 04333-0009

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4.	COMPLY WITH FEDERAL AND STATE STATUTES AND REGULATIONS FOR THE PROTECTION OF INFORMATION OF A CONFIDENTIAL NATURE REGARDING ALL PERSONS SERVED UNDER THE TERMS OF THIS AGREEMENT, AND COMPLY WITH TITLE II, SUBTITLE F, SECTION 261-264 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA), PUBLIC LAW 104-191, TITLED "ADMINISTRATIVE SIMPLIFICATION," AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER; AND	7
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PART VII APPENDICES 21

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**State of Maine
Department of Administrative & Financial Services
and
Department of Labor
Public Notice for RFP # 201411878
Video Remote Interpreting Services**

The State of Maine has a requirement for D/deaf sign language video remote interpreting services ("VRI"). In accordance with State procurement practices, the Department of Administrative & Financial Services and the Department of Labor on behalf of State of Maine are hereby announcing the publication of a Request for Proposals ("RFP") #201411878 for the purchase of the aforementioned video remote interpreting services.

A copy of the RFP can be obtained by contacting the Departments' RFP Coordinator for this project: Jeffrey Wm. Coutoir, Office of Information Technology. The RFP Coordinator can be reached at the following email address: jmo.oit@maine.gov or mailing address: Office of Information Technology, 51 Commerce Drive, 145 State House Station, Augusta, ME 04333. The Departments encourage all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4th Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00 pm, Eastern Time, on Thursday, February 5th when they will be opened at the Division of Purchases' aforementioned address. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for contract award.

**State of Maine –
Department of Administrative & Financial Services
and Department of Labor
RFP # 201411878
Video Remote Interpreting Services**

PART I INTRODUCTION

A. Purpose and Background

The State of Maine ("State"), through its Department of Administrative & Financial Services, Office of Information Technology and its Department of Labor ("Departments"), is seeking proposals for statewide sign language video remote interpreting (VRI) services as defined in this RFP document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s).

The State of Maine provides access to D/deaf persons who use sign language so that they can benefit equally from the services, programs, employment opportunities, and resources that are available in Maine to hearing people.

It is anticipated that VRI services will be used by state agencies to communicate internally with State of Maine employees who require sign language interpreting services and also with members of the public who require sign language services to access or seek services of the State of Maine. VRI services are not intended to replace the traditional and appropriate use of on-site sign language interpreters; instead, this service is intended to supplement traditional on-site interpreting when on-demand and (on occasion) pre-scheduled sign language video remote interpreting services are needed and appropriate for the circumstances. The resulting contract(s) will result in state-wide Master Agreements.

B. General Provisions

1. Issuance of this RFP does not commit the State to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or service demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers) issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements and Evaluation" section of this RFP.
3. Bidders shall take careful note that the State, in evaluating a proposal submitted in response to this RFP, will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The State also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities.
4. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
5. The RFP and the selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.

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6. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).
7. The State, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
8. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
9. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to this Request for Proposals

D. Licensure and Certification

All interpreting services provided under any resulting contract must be provided by interpreters who are:

(a) Licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration to provide such services; and

(b) Nationally certified to provide such services (through certification programs such as those provided by the Registry of Interpreters of the Deaf or any similar, widely-accepted, and nationally-recognized certifying body); and

(c) Appropriately certified to provide legal, medical, or other specialized interpreter services, in situations or circumstances when such services are needed.

Any use of non-certified ASL interpreters will be grounds for contract termination, unless the Provider has received a request-specific waiver in writing from the requesting State agency and the Division of Purchases. Services provided to participating entities under separate agreements would only require a waiver from the entity.

Providers of VRI Service must maintain and, when requested, provide documentation of interpreter qualifications for the individuals who are doing the interpreting under any contract resulting from this RFP.

E. Contract Terms

The State is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the State may opt to renew the contract for one renewal period of two years, subject to continued availability of funding and satisfactory performance.

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The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	03/02/2015	03/01/2017
Renewal Period #1	03/02/2017	03/01/2019

F. Number of Awards

The State reserves the right to make one or multiple awards, whichever is in the best interests of the State, as a result of this RFP process.

G. Opportunities for Political Subdivisions, Municipalities, and School Districts

The State of Maine is committed to providing purchasing opportunities for political subdivisions, municipalities, and school districts. We encourage our contractors to make their services available to these entities through separate contracts but under the same terms offered to the State. Contractors may be asked to provide services to these entities.

PART II SCOPE OF SERVICES TO BE PROVIDED

The State requires an effective Video Remote Interpreting Service to optimize communication with D deaf persons who work for, or seek access to services from, State agencies or offices. The VRI Service must function so that D deaf members of the public customers and employees of the State, using Sign Language and English as their means of conversing, can communicate effectively through an interpreter, which service will be delivered smoothly to the site of the conversation via Internet. The VRI Service must operate easily and interface effectively within the State's information technology system and in conjunction with State equipment and web services. The provider of the VRI Service will maintain records and provide separate invoicing to Departments or other Maine public entities using it. The VRI Service will meet the following requirements:

A. Customer Functionality

1. Provide on-demand sign language interpreting services at various State facilities statewide without an appointment at any hour of any day, and provide pre-scheduled video remote interpreting services as needed;
2. Deliver the interpreting services to State agencies using the State's available desktop, laptop or tablet computer equipment and Internet service;
3. Be easily usable by staff of the State without special technical expertise;
4. Provide effective audiovisual communication using American Sign Language (and or a customer's version of ASL) that utilizes terminology, place names, and dialects generally understood and used by D deaf persons in Maine; and
5. Deliver any requisite training or special knowledge for State employees to operate the service.

B. Interpreting Performance

1. VRI requests to qualified interpreters must be answered in a timely manner when the request is placed;
2. Interpreter must determine whether a request for VRI service in a particular instance may be inappropriate, (including but not limited to: checking for conflicts of interest);
3. Make determinations when a service request is placed, in consultation with the agency making the request, regarding what level of credentialing expertise (e.g., legal, medical, team, Deaf interpreter) is necessary within the circumstances of the assignment;
4. Comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement, and comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification," and the rules and regulations promulgated thereunder; and
5. Provide interpreter services to the State in a professional and ethical manner. Bidders shall include with their proposals a signed copy of the Code of Professional Conduct acknowledgement form, which has been provided with this RFP as Attachment 1. By signing the Code of Professional Conduct, Bidders understand their responsibility and agree to provide services that comply with these professional and ethical requirements.

C. Technical Requirements:

VRI Services must be:

1. Compatible with existing State of Maine Information Technology System and usable from existing State user equipment. The Departments have laptop and desktop computers with cameras and also have video conferencing equipment, videophones, and some Apple equipment. Bidders may submit information regarding VRI operation on equipment that is laptops or not laptops.

The following information describes technical standards, applications, and equipment that are employed by State of Maine Departments:

Network infrastructure

- 10 MB WAN minimum

Network Domain Services

- Microsoft Active Directory
- Firewall: Firewall 1, outgoing connections not restricted by firewall
- DHCP: Fixed IP addresses set in DHCP server for appliances on the network

Other Services and Standards

- Teleconferencing standard: InterCall.
- Web conferencing standard: Adobe Connect
- Videoconferencing: Polycom and Tandberg in some locations. IP or ISDN depending on location

Currently Supported Server Operating Systems

- Windows Server, all versions currently supported by Microsoft

Supported Desktop Components

- Windows 7 or above
- Microsoft Office 2010 products
- Browser – Internet Explorer, Firefox, Safari, and Chrome are supported
- Standard Windows-compatible peripherals such as USB webcams

2. Compatible with Google Chrome or Internet Explorer;
3. Client application(s) operable on both Windows 7 Professional 32- and 64-bit;
4. Operable with web-based systems without downloading or installing stand-alone software or proprietary hardware onto individual computers.
5. Operational on a 10 MB WAN and at all times below 5 Mbps demand bursts;
6. Usable from existing State laptop computers with commodity web cams;
7. Able to consistently deliver high-quality video and audio with minimization of latency and jitter;
8. Able to guarantee confidentiality, privacy, and security for all VRI conversations; and

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9. Designed to incorporate accessible user interface(s) for persons with disabilities, such that the VRI Service applications, content, and any related user documents comply with the Computer Application Program Accessibility Standard, the Website Standards, and the Website Accessibility Policy of the State of Maine (see www.maine.gov/oit/accessiblesoftware, www.maine.gov/oit/webstandard, and www.maine.gov/oit/accessibleweb).

D. Administration:

1. Designate a single point of contact (account representative) who will manage the State's VRI Services account.
2. Provide support services from a Helpdesk between 7 AM and 7 PM (Eastern Standard Time).
3. Ensure VRI solution is maintained in accordance with current State Operating Systems and software versions throughout the term of the contract;
4. Collect and be able to provide data to identify State agencies that initiate a VRI call; provide invoices to individual State agencies that use the service; provide historical performance statistics regarding hours of usage, number of calls, speed of call answering, technical problems, and lost call;
5. Maintain and be able to provide a record of individual interpreters who respond to service requests under any contract resulting from this RFP;
6. Coordinate with State agencies and their identified coordinators who will be responsible for setting up account passwords for staff who have been given authorization to access VRI services.
7. Establish individual accounts to manage service requests from and billing to a specific agency. Billing must include sufficient detail to authorize payment for services. Detail must include: account (user), date of services, time of service, and length of service.
8. To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver a Business Associate agreement (BA agreement) in a form acceptable to the State. The terms of the BA agreement shall be incorporated into this Agreement by reference. The State shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the State or fails to adhere to the terms of the BA agreement.

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PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

Event Name	Event Date and Time
Due Date for Receipt of Written Questions	Friday, January 23 rd , 2015 not later than 5:00pm, Eastern Time
Due Date for Receipt of Proposals	Thursday, February 5 th , 2015 not later than at 2:00pm, Eastern Time
Estimated Contract Start Date (subject to change)	03/02/2015

B. Bidders Conference

The Department does not intend to hold a Bidders' Conference as part of this RFP process.

C. Questions

1. General Instructions

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator listed on the cover page of this RFP document as soon as possible but no later than the date and time specified in the timeline above.
- Questions may be submitted by e-mail. The State assumes no liability for assuring accurate/complete e-mail transmission and receipt.
- Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. Summary of Questions and Answers

Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The State reserves the right to answer or not answer any question received.

D. Submitting the Proposal

- Proposals due:** Proposals must be received no later than 2:00 p.m. Eastern Time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.

2. Mailing/Delivery Instructions

PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).

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- a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
- b. The Bidder must send its proposal in a sealed package including **one original and six copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
- c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name Return Address
Division of Purchases Burton M. Cross Building, 4 th Floor 111 Sewall Street 9 State House Station Augusta ME 04333-0009
Re: RFP # 201411878 Video Remote Interpreting Services

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Departments and their evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP document will, at best, be considered minimally responsive. The State seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

A. Proposal Format

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP.
4. The proposal should be limited to a maximum total of ten (10) pages. Pages provided beyond the aforementioned maximum amount will not be considered during evaluation. The following proposal elements, if applicable requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, financial forms, any required attachments, appendices, or forms provided by the Departments in the RFP, organizational charts, job descriptions, or staff résumés.
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.
6. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
7. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Departments' evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified from consideration.
8. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

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B. Proposal Contents

Section I Organization Qualifications and Experience

1. Overview of the Organization

Present a brief statement of qualifications and short summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

2. Organization Location and Licensure

- a. Location of the corporate headquarters. Also, describe the current or proposed location where services will be provided or from which the contract will be managed.
- b. Bidders must acknowledge that all interpreter services provided under any resulting contract will be provided by people who meet the requirements for certification and licensing described in Part I.D.
- c. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

3. Description of Experience with Similar Projects

- a. Provide a description of three projects that occurred within the past five years, including at least one long-term contract active within the past year, which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the three examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that, even if not provided by the Bidder, contract history with the State of Maine, whether positive or negative, may be considered in rating proposals.
- b. If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities to provide the services requested in this RFP.

Section II Proposed Services

1. Services to be Provided

Discuss in detail the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. For each of the sections A–D in Part II, give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. If subcontractors are involved, clearly identify the work each will perform. Describe how Customer Functionality, Interpreter Performance, and Administration will be accomplished. Concisely describe all equipment, software and other technologies the State will need to have in place to use Bidder's VRI Service, including minimum operating characteristics of the technology for effective use of the VRI Service.

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2. **Implementation Plan**
Provide a realistic plan for the implementation of the VRI Service through the first contract period. Concisely describe each implementation task, the month it will be carried out and the person or position responsible for each task. Include in the plan all tasks that will be the responsibility of State employees. If applicable, make note of all tasks to be delegated by Bidder to subcontractors.
3. **Billing and Invoicing**
Describe how services will be billed based on requirements defined in Scope of Services Section D. Provide a sample invoice.

Section III Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of 03/02/2015 and an end date of 03/01/2019 in preparing this section.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. The Bidder must fill out Appendix B. Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the State.
- d. The cost proposal should not include any one-time costs, periodic costs, or other fees; all proposed costs should be incorporated into the per-minute rates.
- e. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the State may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

2. Cost Proposal Form Instructions

Bidder must fill out and submit the Cost Proposal Form in Appendix B, indicating the proposed per-minute costs and minimum minutes charged for on-demand and pre-scheduled service requests. The Cost Proposal must specify charges per standard block of time (e.g., minutes) and the minimum charge for each service usage, and then calculate the total costs for several specific sessions. All proposed costs must be incorporated in the per-minute rates.

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Section IV Required Proposal Attachments

The following documents must be attached to each Bidder's proposal. The required documents will be reviewed and rated by the Departments' evaluation team

Appendix A – State of Maine Proposal Cover Page

Appendix B – Cost Proposal Form

Attachment 1 - Debarment, Performance, and Non-Collusion Certification

Attachment 2 – Code of Professional Conduct

PART V PROPOSAL EVALUATION AND SELECTION

The Departments will accomplish the evaluation of the submitted proposals as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process affords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP at a reasonable competitive cost.
3. The State reserves the right to communicate and or schedule interviews/presentations/demonstrations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations/demonstrations. Interviews/presentations/demonstrations may or may not be required. Changes to proposals will not be permitted during any interview/presentation demonstration process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

Section I. Organization Qualifications and Experience (30 points)
Includes all elements addressed above in Part IV, Section I

Section II. Specifications of Work to be Performed (35 points)
Includes all elements addressed above in Part IV, Section II

Section III. Cost Proposal (35 points)
Includes all elements addressed above in Part IV, Section III

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula based on total cost for VRI services from Cost Proposal Table B. The lowest bid will be awarded 35 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

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The scoring formula is:

$$(\text{lowest submitted cost proposal} - \text{cost of proposal being scored}) \times 35 = \text{pro-rated score}$$

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. Negotiations

The State reserves the right to negotiate with the successful Bidder(s) to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Departments' Request for Proposals to an extent that may affect the price of goods or services requested. The State reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the State may withdraw the award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the State may cancel the RFP, at their sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the State and subject to approval by the State Purchases Review Committee.
2. Notification of contractor selection or non-selection will be made in writing by the State.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The State reserves the right to reject any and all proposals or to make multiple awards

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

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PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B

Rider D: RFP for Video Remote Interpreting Services

Rider E: Vendor Response to RFP

Rider G: Identification of Country in Which Contracted Work Will Be Performed
(Additional Riders can be added as needed by the Department.)

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms/BP54.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract based on an RFP will be approved which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i); <http://www.maine.gov/purchases/policies/110.shtml>)

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. The Departments estimate having a contract in place by 03-02-2015. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the State's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

B. Standard State Agreement Provisions

1. Agreement Administration

- a. Following the award, an Agreement Administrator from the Departments will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Departments' staff will be available after the award to consult with the successful Bidder in the finalization of the contract.

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- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Departments may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

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PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

(Appendices and Attachments follow this page.)

Appendix A – State of Maine Proposal Cover Page

Appendix B – Cost Proposal Form

Attachment 1 - Debarment, Performance, and Non-Collusion Certification

Attachment 2 – Code of Professional Conduct

PART VII APPENDICES
Appendix A

State of Maine
Department of Administrative & Financial Services and Department of Labor
PROPOSAL COVER PAGE

RFP #201411878
Video Remote Interpreting Service

Bidder's Organization Name:		
Chief Executive - Name Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Appendix B

State of Maine
 Department of Administrative & Financial Services and Department of Labor

RFP #201411878 - Video Remote Interpreting Service

COST PROPOSAL FORM

Bidder's Organization Name: _____

Complete Tables A and B, below, indicating the proposed cost for the services requested in this RFP.
 Note: Each blank cell should be filled in with a dollar amount, or with "N/A" to indicate the scenario does not apply to your proposal.

Table A. Indicate the cost for each of the scenarios listed below in rows #1, 2, 4, and 5. In rows 3 and #6, fill in the minimum minutes charged per type of session.

	Scenario	<u>CORE HOURS</u> Cost between 8:00 am and 5:00 pm EST	<u>NON-CORE HOURS</u> Cost between 5:00 pm and 8:00 am EST
1	VRI on-demand service per-minute charges • For community interpreting		
2	VRI on-demand service per-minute charges • For legal interpreting		
3	Define minimum minutes charged for on-demand services: _____		
4	VRI pre-scheduled service per-minute charge • For community interpreting		
5	VRI pre-scheduled service per-minute charge • For legal interpreting		
6	Define minimum minutes charged for pre-scheduled services: _____		

BP 54 - AGREEMENT TO PURCHASE SERVICES

(Cost Proposal Form, continued)

Table B. Complete the following cost sheet based on the service rates indicated in Table A. above.
 Note: Table B is strictly for evaluation purposes. The State of Maine in no way commits to the minutes or the sessions listed in the table below.

Time	Type of Session and Length	# Sessions	Total Cost
Core Hours	On-Demand Community – 15 minutes	25	
Core Hours	On-Demand Community – 25 minutes	15	
Core Hours	On-Demand Legal – 25 minutes	5	
Core Hours	Pre-Scheduled Community – 30 minutes	10	
Non-Core Hours	On-Demand Community – 15 minutes	10	
Non-Core Hours	On-Demand Legal – 25 minutes	5	
Non-Core Hours	Pre-Scheduled Legal – 30 minutes	10	
TOTAL COST FOR VRI SERVICES →			

ATTACHMENT 2

Code of Professional Conduct

By signing below, I confirm the following:

- I have read, understand, and agree to abide by the "Code of Professional Conduct" provided by the Registry of Interpreters for the Deaf (RID).
- I acknowledge that RID's "Code of Professional Conduct" is currently found at the following internet address: http://www.rid.org/UserFiles/File/NAD_RID_ETHICS.pdf.
- I acknowledge that RID's "Code of Professional Conduct" is subject to change (as is the internet address where it is found) and that I am responsible for adhering to the most current version thereof.
- I understand that even if I am not affiliated with RID, I am expected to uphold RID's "Code of Professional Conduct" throughout my interactions with the State of Maine, resulting from RFP #201411878 - Video Remote Interpreting Services.

Printed Name

Signature Date

Organization

RIDER E
Vendor Response to RFP

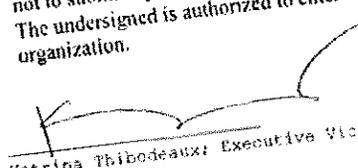
PART VII APPENDICES
Appendix A

State of Maine
Department of Administrative & Financial Services and Department of Labor
PROPOSAL COVER PAGE

RFP #201411878
Video Remote Interpreting Service

Bidder's Organization Name: Stuart B. Consultants, Inc. D/B/A Birnbaum Interpreting Services		
Chief Executive - Name/Title: David S. Birnbaum; CEO		
Tel: (301) 587-8885	Fax: (301) 565-0366	E-mail: biscoord@bisworld.com
Headquarters Street Address: 8555 16th Street, Suite 300		
Headquarters City/State/Zip: Silver Spring, MD 20910		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title: Christian Webster, Coordination and Contract Administrator		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.


 Katrina Thibodeaux; Executive Vice President 2/3/2015



Providing Quality Sign Language Services Since 1995.

Corporate Office - 8555 16th Street, Suite 300, Silver Spring, MD 20910 • Phone: 301.587.8885 • Fax: 301.585.0366

February 3, 2015

Jeffrey Wm. Cotnoir
Vendor Management Office
Office of Information Technology
51 Commerce Drive
Augusta ME 04333

RE: RFP # 201411878

Dear Mr. Cotnoir,

Stuart B. Consultants, Inc., D/B/A Birnbaum Interpreting Services (BIS) is pleased to provide the enclosed response to the RFP for Video Remote Interpreting. In addition to our Small Business status, BIS is certified as a Minority Business Enterprise (MBE) and a Small Business Enterprise (SBE) by the State of Maryland, certification number DOT MBE 96-393.

BIS is a firm with a strong workforce diversity concept, consisting of both hearing and deaf employees. Our staff of over 30 full-time sign language interpreters, as well as nearly 150 part-time interpreters from the Washington, DC area all follow and are governed by the Registry of the Interpreters for the Deaf (RID) and the National Association for the Deaf (NAD). In addition to providing service 24 hours a day 7 days a week, BIS has contacts in nearly every major city and state to support any requests outside of the immediate metropolitan DC area. Furthermore, to better serve our clients, BIS also employs over 10 support staff.

In-house, BIS utilizes the consummate business and deaf life experiences of our CEO/President, David S. Birnbaum, in conjunction with our certified interpreters' experiences and perspectives as active professionals, to take a holistic approach to providing sign language interpreting and related services between deaf and hearing. In addition, the Executive Vice President of BIS is also a nationally certified sign language interpreter which enhances our understanding of our business and our clients' needs.

Finally, BIS would like to state officially that we agree to all terms and conditions in the specification and that our enclosed proposal will be good for 180 days from the date on this letter. If you should have any questions about the information within our quotes or to request any additional information, please feel free to contact Christian Webster, Coordination and Contract Administrator, at (301) 587-8885 x 122 or via email at christian.webster@bisworld.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katrina Rivers Thibodeaux', written over a horizontal line.

Katrina Rivers Thibodeaux
Executive Vice President



Providing Quality Sign Language Services Since 1995.

Corporate Office - 8555 16th Street, Suite 300, Silver Spring, MD 20910 • Phone: 301.587.8885 • Fax: 301.569.0366

PROPOSAL

To Provide Video Remote Sign Language Interpreting Services For

State of Maine

Department of Administrative & Financial Services and Department of Labor

RFP # 201411878



Prepared for
Jeffrey Wm. Cotnoir
Vendor Management Office
Office of Information Technology
51 Commerce Drive
Augusta ME 04333

Prepared by:
Stuart B. Consultants, Inc., D/B/A
Birnbaum Interpreting Services
8555 16th Street, Suite 300
Silver Spring, MD 20910
(301)587-8885

Due: February 5, 2015; 2:00 pm

BP 54 - AGREEMENT TO PURCHASE SERVICES

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SECTION I – Organization Qualifications and Experience

1 Overview of the Organization

Our major focus is to provide the best sign language interpretation and transliteration services possible. BIS also provides professional services and consultation with respect to the accessibility requirements of people with disabilities, particularly the Deaf and Hard-of-Hearing population. Being Deaf-owned, BIS has been certified by the Maryland Department of Transportation as a Minority Business Enterprise, certification number DOT MBE 96-393. BIS is also recognized as a Small Business Enterprise and a SBA 8(a) graduate.

With 20 years of experience providing ad hoc interpreting services, BIS utilizes the consummate business and deaf life experiences of our CEO/President, David S. Bimbaum, in conjunction with our interpreters' experiences and perspectives as certified professionals. To this end, BIS takes a holistic approach to providing sign language interpreting and related services between deaf and hearing people where Mr. Bimbaum, as a deaf individual, in addition to other deaf individuals on BIS' administrative team, provide the consumer's perspective, while our interpreters, as certified staff, provide the service provider's perspective.

BIS' attributes encompass an exemplary staff under the leadership of our Executive Vice President, Katrina Rivers Thibodeaux, who is a nationally certified interpreter in her own right, along with a flexible ideology, and a multi-disciplinary philosophy. BIS holds true to a workforce diversity concept. Our staff consists of full-time coordinators, schedulers and full and part-time interpreters within the area and region who are governed under the Registry of Interpreters for the Deaf (RID's) and our own in-house professional code of conduct.

Our interpreters are certified by either RID, the National Association of the Deaf (NAD), or state qualification standards or possess equivalent skills and strive to that end. As a firm with a strong workforce diversity concept BIS is proud to say that 98% of our staff possesses national certification. Our staff consists of over 25 full-time sign language interpreters and nearly 150 part-time interpreters in the DC area, several Certified Deaf Interpreters (CDI) and over 500 certified part-time interpreters across the country, and Deaf or Hard-of-Hearing (D/HH) employees in various positions and levels within BIS. In addition to on-site sign language interpreting services, BIS also provides:

- Video Remote Interpreting (VRI);
- Spoken language interpreting and document translation;
- Captioning services (CART, TypeWell, C-Print) and notetaking;
- Trainings and counseling services; and
- Other support services for the D/deaf and hard-of-hearing communities.

Our trainings include Deaf Awareness, Deafness & ADA Compliance, Workplace Diversity, and Sign Language. Our counseling services include Identification and Resolution of Communication Problems in the Workplace and Identification and Resolution of Barriers to Participation in the Workplace.

Due to the constantly shifting dynamics of the business environment, BIS takes an integrated and responsive approach to providing equal communication access, reflected in our values and the

BP 54 - AGREEMENT TO PURCHASE SERVICES

BIS Gives Back program where interpreters are provided for free at community events. BIS also offers a Deaf Friendly Business training and certification program, and video captioning and translation services that enable communication between Deaf and hearing people, in respect to the 21st Century Communication and Video Accessibility Act.

Organization Bios

David S. Birnbaum, CEO/President: David is a leading deaf entrepreneur with over 20 years of management experience in computer related services, disability awareness, deaf culture and diversity issues training, sign language instruction, and research and organizational networks for people who are deaf and hard-of-hearing. Deaf since birth, David received his Bachelor of Science in Mathematics and Computer Sciences from Gallaudet and his Masters Degree in Mathematics and Computer Sciences from Johns Hopkins University. In February 1995, David broke new ground by launching BIS, one of the only deaf-owned and operated sign language interpreting companies in the nation. He has built a corporate team that is on the cutting-edge of quality service delivery. Over the past 18 years, he has built a multi-million dollar business from the ground floor up, with over 1,000 public and private sector clients throughout the United States, and a database of over 500 qualified and certified interpreters nationwide.

Katrina Rivers Thibodeaux, Executive Vice President: Katrina is a nationally-renowned and nationally-certified sign language interpreter who demonstrates enviable management and people skills. Born and raised in Louisiana as a child of deaf adults (CODA), she has been using ASL her entire life. In demand for her wealth of experience as a consultant at the local, state, and federal government levels, Katrina has been working in the field of disability advocacy for 15 years teaching and training individuals in independent living skills, accessibility, and advocacy. Katrina has many roles and responsibilities, including managing several multimillion-dollar contracts, supervision of the operational aspects of community interpreting, and ensuring a holistic approach to assignments that includes contractual obligations, client requests, interpreter location, and skill match among other criteria. Additionally, she is responsible for the supervision of VRI call centers, and the implementation of new and cutting edge technologies. Part of Katrina's responsibilities also includes preparing, administering and coordinating proposals and subsequent contracts for providing services to the government. Katrina has been on several panels, most recently at the Deaf and Hard of Hearing in Government's 2013 National Training Conference, discussing interpreting resources for D/HH Federal employees.

Chris Webster, Coordination and Contract Administrator: A Maryland native and true Renaissance man, Chris has been with BIS for over 12 years. After earning a Bachelor's degree in Psychology from Towson University and shifting gears from a position as a Crisis Counselor, Chris started out as a coordinating assistant with BIS in 2000 and quickly moved up to become the office manager and then primary coordinator. To date, Chris has absorbed several positions in addition to providing the primary coordination of all sign language requests in the DC metro area 24/7/365. He also provides general IT support including the maintenance of our online scheduling system. Furthermore, Chris provides support with regard to Business Development and prepares our proposals for sign language interpreting services.

Connie Weis Anderson, Operations Program Manager/VRI Operations: Connie is a nationally certified sign language interpreter and a child of deaf adults, as well as the sibling of two deaf adults. Like most CODAs, she learned sign language before speaking English. Connie

has been with BIS for more than six years, starting out as a Video Relay Service interpreter and later transitioning to VRI. Her passion for BIS and her talents have moved her up within the company to her current position as Operations Program Manager. Some of her responsibilities include filing nationwide on-site, VRI, and spoken language jobs as well as managing operations aspects of the VRI business line, being the Facility Security Officer, and working in the community as needed.

Houngnapha Hogarth, Accounting Manager: Houngnapha, or Hounie as she is known, has over 15 years of experience in the mortgage banking/real estate industry. She owned an accounting firm with her husband in Florida prior to moving up to Maryland. Before joining the BIS team, Hounie worked at an accounting firm in Bethesda for a few years in their Accounting and Audit department. As accounting manager, Hounie serves as the primary contact for all billing related matters.

2 Organization Location and Licensure

The majority of services will be provided via a 10-mbps Ethernet-Over-Copper (EOC) Internet Connection out of our Silver Spring, MD Center, with additional coverage from our remote interpreters in Wisconsin and Louisiana over high speed internet lines available via stand-alone ClearSea call stations. These stations and the personnel using them have been vetted, configured, and approved by BIS as secure and having static IP addresses for reliable services.

All interpreter services provided under any resulting contract will be provided by people who meet the requirements for certification and licensing described in Part I.D with the understanding that nonresident interpreters do not need to be licensed unless they provide more than 160 hours of service per year.

A certificate of insurance on a standard Acord form has been attached under Section IV.

3 Description of Experience with Similar Projects

The following information outlines three (3) current contracts performed for agencies. These are provided to demonstrate BIS' successful performance of video remote sign language interpreting services for other agencies and educational institutions, demonstrating that BIS has successfully performed a variety of confidential services.

Reference # 1

Company: JF Drake State Technical College

Date of Current Contract Start: 2/2010

Description of the contract work: We provide sign language interpreting in a highly technical classroom environment where clear and concise communication between lab partners and the instructor is critical for both learning and safety. Vocabulary and interactions are jargon rich and quickly rotate between Q & A to lab work and to new information and discussions

Contracting Officer:
Contracting Officer Address:

Christina R. Scissum
3421 Meridian Street, North
Huntsville, AL 35811

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Telephone Number: (256) 551-3154
Fax Number: (256) 551-3154
Email Address: christina.scissum@drakestate.edu

Reference # 2

Company: Cooper Standard
Date of Current Contract Start: October 2011
Description of the contract work: Cooper Standard is a leading global automotive supplier, offering solutions in the body sealing, fuel, brake and emissions, thermal management and anti-vibration segments of the industry. We provide sign language interpreting services in meetings where the Deaf engineer can be involved in discussions solving a specific engineering challenges or developing systems for future vehicles.

Contracting Officer: Phil Weis
Contracting Officer Address: 23300 Haggerty Road
Farmington Hills, MI 48335
Telephone number: (248) 919-1358
Fax number: (248) 919-1080
Email: phillip.weis@cooperstandard.com

Reference # 3

Company: GenVec
Date of Current Contract Start: May 2008
Description of the contract work: GenVec, Inc is a biopharmaceutical company using differentiated proprietary technologies to create superior therapeutics and vaccines. We provide sign language interpreting services for the Deaf team member in a fast-paced work environment where meetings are scheduled and/or cancelled within the hour.

Contracting Officer: Nat Balsey
Contracting Officer Address: 65 West Watkins Mill Road
Gaithersburg, MD 20878
Telephone number: 240-632-5525
Fax number: 301-944-1948
Email: nbalsey@GENVEC.com

SECTION II - Proposed Services

1 Services to be Provided

SCOPE OF SERVICES TO BE PROVIDED

The State requires an effective Video Remote Interpreting Service to optimize communication with D/deaf persons who work for, or seek access to services from, State agencies or offices. The VRI Service must function so that D/deaf members of the

BP 54 - AGREEMENT TO PURCHASE SERVICES

public/customers and employees of the State, using Sign Language and English as their means of conversing, can communicate effectively through an interpreter, which service will be delivered smoothly to the site of the conversation via Internet. The VRI Service must operate easily and interface effectively within the State's information technology system and in conjunction with State equipment and web services. BIS will maintain records and provide separate invoicing to Departments or other Maine public entities using it. The VRI Service will meet the following requirements:

A. Customer Functionality

1. BIS will provide on-demand sign language interpreting services at various State facilities statewide without an appointment at any hour of any day, and provide pre-scheduled video remote interpreting services as needed;
2. BIS will deliver the interpreting services to State agencies using the State's available desktop, laptop or tablet computer equipment and Internet service;
3. The ClearSea software is easily usable by staff of the State without special technical expertise;
4. BIS will provide effective audiovisual communication using American Sign Language (and/or a customer's version of ASL) that utilizes terminology, place names, and dialects generally understood and used by D/deaf persons in Maine; and
5. BIS will deliver any requisite training or special knowledge for State employees to operate the service.

BISVRI will provide services using our ClearSea system which includes our own servers and several static IP address for consistency of service delivery, and the ability to predict the readiness and background knowledge of the interpreter providing the VRI service. ClearSea is interoperable and can be used on your desktop, laptop, smartphone, or tablet.

This is possible and enabled by our live Dispatcher System at BISVRI, which is actively in contact with our VRI interpreters. This system is vastly superior to an automated routing function, or a gatekeeper program, since it allow for conscientious skill matching to take place, whether is it a matter of gender matching (female to female), a matter with legal overtones (a parole hearing, or Code of Penal Discipline), or requiring more soft skill awareness (K-12 educational settings, a rehab discussion, or other types of therapy session), the Dispatcher System at BISVRI allows for actively matching the best interpreter available for your call.

BIS will ensure that sign language interpretation services provided are accurate, complete, and consistent with cultural competency, ethical and professional standards, principles of interpretation, and terminology specific to the setting.

B. Interpreting Performance

1. VRI requests to qualified interpreters will be answered in a timely manner when the request is placed;

BP 54 - AGREEMENT TO PURCHASE SERVICES

2. Interpreter will determine whether a request for VRI service in a particular instance may be inappropriate. (including but not limited to: checking for conflicts of interest);
3. Make determinations when a service request is placed, in consultation with the agency making the request, regarding what level of credentialing/expertise (e.g., legal, medical, team, Deaf interpreter) is necessary within the circumstances of the assignment;
4. Comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement, and comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification," and the rules and regulations promulgated thereunder; and
5. Provide interpreter services to the State in a professional and ethical manner. A signed copy of the Code of Professional Conduct acknowledgement form has been provided in Section IV, Attachment 1. BIS and its interpreters understand our responsibility and agree to provide services that comply with these professional and ethical requirements.

Staffing and Training

Each staff member has a 6-month mid-term and an annual performance review. BIS performs a background check and has the ability to perform drug testing on all interpreters before placement.

BIS has an in-house Continuing Education Program that is focused on the needs of our clients such as immediate terminology and subject matter. We have conducted trainings in specific subject areas of interpreting such as healthcare, post-secondary education, advanced science and statistics. BIS will work with your agency to determine if there is any specific subject matter that is needed and will provide that to our interpreters at no additional charge. In addition, BIS provides training that may not only be specific to interpreting, but help produce a well-rounded employee. Training includes customer service, personal finance, supervisor training and Deaf culture.

We are not simply a referral agency. Our nationally certified staff interpreters assure quality service, and we offer comprehensive services including, interpreters who are committed to professional development, as well as interpreters with active security clearances. We strongly believe in maintaining professional relationships with our clients, offering a free two-hour training session per contract year on any topic of your choosing. We do this because we truly believe in quality service for D/HH individuals in the United States.

C. Technical Requirements:

VRI Services will be:

1. Compatible with existing State of Maine Information Technology System and usable from existing State user equipment. The Departments have laptop and desktop computers with cameras and also have video conferencing equipment, videophones, and some Apple equipment.

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BISVRI will provide services using our ClearSea system which includes our own server. Owning our own server enables us to track call activity through logs and CDRs and allows us to configure our codecs: Audio- G.711a, G.711, G.722.1, G.722.1/C, Video- H263 and H264. Our software is SIP compatible as well. Our software has QOS which is, AIBC (Automatic Input Bandwidth Control), this allows the software to request to the remote party to change its output bandwidth based on real time network statistics. We use several static IP address for consistency of service delivery, and the ability to predict the readiness and background knowledge of the interpreter providing the VRI service.

BISVRI is secure, encrypted, and vetted as satisfying governmental security requirements, being compatible with appropriate technology available today, including a screen using a computer/laptop, videophone, television, any mobile device, or any device with a webcam or video camera and a microphone/speaker. All of the above devices must be connected to a high-speed Internet connection.

Our current ClearSea Software allows you to download our VRI services on multiple devices such as iPads, iPhones, Macs, and PCs in different locations throughout the State. Wherever you can check your email you can use our VRI software. ClearSea client can be integrated with a single sign in Microsoft Technology, and contains an automatic sign-in function. Our technology meets all applicable ADA, HIPPA and other standards.

Built in automatic NAT/firewall traversal and embedded media encryption provides secure video collaboration inside or outside the organization without additional equipment or IT resources. AES encryption is enabled by default, and the ability to deactivate it can be disabled by the client. If the solution uses a public network such as the internet, the provider shall be required to deploy the appropriate firewall technology, and the traffic between CBE and the respondent shall be protected and authenticated by cryptographic technology.

In order to make a successful VRI call, any Intel-based Mac with a built in webcam will suffice, in addition to any iOS tablet or smartphone with an internal camera. Using a PC, the minimum requirements set forth below must be met, and a video camera, purchased on your own must be attached.

RAM	Windows XP - 1 GB Windows Vista or Windows 7 - 2 GB
Video Memory Minimum	256 MB video RAM recommended for Windows Vista or Windows 7
Hard Drive Space	33 MB
Windows XP with Service Pack 2 or greater	Windows XP Professional - 32 bit

BP 54 - AGREEMENT TO PURCHASE SERVICES

Windows Vista with Service Pack 1 or greater	Windows Vista Enterprise - 32 bit Windows Vista Business - 32 bit
Windows 7	Windows 7 Home Premium - 32 bit, 64 bit Windows 7 Professional - 32 bit, 64 bit Windows 7 Enterprise - 32 bit, 64 bit
Basic video (Up to QVGA)	2 GHz Pentium 4

You can also call our IP address or dialstring from any video conferencing equipment. Current, existing equipment such as Polycom PVX are fully compatible with BISVRI software, and interpreters only work from call centers.

BIS will provide our Fully Qualified Domain Name to the client-designated Administrator, as well as the specific IP addresses that comply with our service. BIS provides, at no additional cost to the State, an online, proprietary Request Management System, where the department is able to track requested services and make or cancel scheduled VRI services. The department will be able to request the specific type of service, as well as inform BIS of the qualification level needed, for a particular assignment.

D. Administration:

1. Connie Anderson (account representative) who will manage the State's VRI Services account;
2. BIS will provide support services from a Helpdesk between 7 AM and 7 PM (Eastern Standard Time);
3. BIS ensures the VRI solution will be maintained in accordance with current State Operating Systems and software versions throughout the term of the contract;
4. BIS will collect and be able to provide data to identify State agencies that initiate a VRI call; provide invoices to individual State agencies that use the service; provide historical performance statistics regarding hours of usage, number of calls, speed of call answering, technical problems, and lost call;
5. BIS will maintain and is able to provide a record of individual interpreters who respond to service requests under any contract resulting from this RFP;
6. BIS will coordinate with State agencies and their identified coordinators who will be responsible for setting up account passwords for staff who have been given authorization to access VRI services.

BP 54 - AGREEMENT TO PURCHASE SERVICES

7. BIS will establish individual accounts to manage service requests from and billing to a specific agency. Billing will include sufficient detail to authorize payment for services. Detail must include: account (user), date of services, time of service, and length of service.
8. To the extent BIS is considered a Business Associate under HIPAA, BIS will execute and deliver a Business Associate agreement (BA agreement) in a form acceptable to the State. The terms of the BA agreement shall be incorporated into this Agreement by reference. The State shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event BIS either fails to execute and deliver such BA agreement to the State or fails to adhere to the terms of the BA agreement.

The team of people who would execute the work, in addition to the administrative team described in "Organization," is especially experienced with community and video educational interpreting. BIS is actively recruiting in the area, constantly adding names to our list of interpreters. This ensures BIS' capabilities in serving the State by providing readily available on-demand, qualified video remote interpreters to work in a variety of settings – erasing the need for travel expenses and the wait time traditionally associated with on-site interpreting services.

With BISVRI, on-demand interpretation is simple. All it takes is a few clicks, and you are immediately connected to a qualified, certified interpreter. This allows for BISVRI to respond quickly to emergencies and unscheduled visits by persons who are Deaf and hard-of-hearing.

2 Implementation Plan

BIS welcomes performance feedback from your organization regarding any of our interpreters and services. If an interpreter is not a language match for your deaf consumer, BIS will be happy to review and resolve the matter through appropriate channels. If BIS determines that working conditions, interpersonal communications, or any other issue becomes a concern, BIS will work with your organization and make recommendations to have a more favorable outcome. We strive to work closely with contracting officers as well as deaf consumers to insure continued successful communication access.

From BIS' experience in providing exemplary services, our customer service representatives have determined that regular phone check-ins with the CO, the COR, or the DPO, and regular (quarterly) meetings between our client's deaf employees and BIS management helps in keeping communication open to responding quickly to any issues that may arise. Your customer service representative will be Katrina Rivers Thibodeaux, Executive Vice President.

BIS' experience has shown that open and clear communication is the key to customer satisfaction. To that end, BIS proposes a kick-off meeting via conference call between your agency and BIS personnel upon contract award. The kick-off meeting will allow us to discuss expectations, forms, procedures and lines of communication, ensuring a smooth continuation of services.

3 Billing and Invoicing

A monthly billing/report will be provided by BIS showing date of assignment, name of requestor, name of staff/customer, and length of assignment. BIS is more than willing and will be pleased to participate in an evaluation of BISVRI services. Reports will be submitted within 10 days of the last day of the month being reported in either Microsoft Excel or Microsoft Word. At a minimum, our reports will consist of:

- Employee name & location
- Date of call
- Time of call
- Billing month
- Interpreter name and member number
- First and last name of customer
- Total minutes in local time
- Reason for any unfulfilled requests

SECTION III – Cost Proposal

BIS has completed the Cost Proposal Form and included that in Section IV; Appendix B.

The quoted prices will remain fixed for the entire period of the contract, including any optional renewal periods with an expected contract start date of 03/02/2015 and an end date of 03/01/2019

SECTION IV - Required Proposal Attachments

PART VII APPENDICES
Appendix A

State of Maine
Department of Administrative & Financial Services and Department of Labor
PROPOSAL COVER PAGE

RFP #201411878
Video Remote Interpreting Service

Bidder's Organization Name: Stuart B. Consultants, Inc. D/B/A Birnbaum Interpreting Services		
Chief Executive - Name/Title: David S. Birnbaum, CEO		
Tel: (301) 587-8885	Fax: (301) 585-0366	E-mail: biscoord@bisworld.com
Headquarters Street Address: 8555 16th Street, Suite 300		
Headquarters City/State/Zip: Silver Spring, MD 20910		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title: Christian Webster, Coordination and Contract Administrator		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.


 Katrina Thibodeaux; Executive Vice President 2/3/2015

State of Maine
Department of Administrative & Financial Services and Department of Labor

RFP #201411878 - Video Remote Interpreting Service

COST PROPOSAL FORM

Bidder's Organization Name: Stuart B. Consultants, Inc. D/B/A Birnbaum Interpreting Services

Complete Tables A and B. below, indicating the proposed cost for the services requested in this RFP.
Note: Each blank cell should be filled in with a dollar amount, or with "N/A" to indicate the scenario does not apply to your proposal.

Table A. Indicate the cost for each of the scenarios listed below in rows #1, 2, 4, and 5. In rows 3 and #6, fill in the minimum minutes charged per type of session.

	Scenario	<u>CORE HOURS</u> Cost between 8:00 am and 5:00 pm EST	<u>NON-CORE HOURS</u> Cost between 5:00 pm and 8:00 am EST
1	VRI on-demand service per-minute charges • For community interpreting	\$1.95	\$2.50
2	VRI on-demand service per-minute charges • For legal interpreting	N/A	N/A
3	Define minimum minutes charged for on-demand services: <u>15 minutes</u>		
4	VRI pre-scheduled service per-minute charge • For community interpreting	\$1.95	\$2.25
5	VRI pre-scheduled service per-minute charge • For legal interpreting	\$2.85	\$2.85
6	Define minimum minutes charged for pre-scheduled services: <u>15 minutes</u>		

BP 54 - AGREEMENT TO PURCHASE SERVICES

(Cost Proposal Form, continued)

Table B. Complete the following cost sheet based on the service rates indicated in Table A, above.

Note: Table B is strictly for evaluation purposes. The State of Maine in no way commits to the minutes or the sessions listed in the table below.

Time	Type of Session and Length	# Sessions	Total Cost
Core Hours	On-Demand Community – 15 minutes	25	\$731.25
Core Hours	On-Demand Community – 25 minutes	15	\$731.25
Core Hours	On-Demand Legal – 25 minutes	5	N/A
Core Hours	Pre-Scheduled Community – 30 minutes	10	\$585.00
Non-Core Hours	On-Demand Community – 15 minutes	10	\$375.00
Non-Core Hours	On-Demand Legal – 25 minutes	5	N/A
Non-Core Hours	Pre-Scheduled Legal – 30 minutes	10	\$855.00
TOTAL COST FOR VRI SERVICES →			\$3,277.50

ATTACHMENT I

Debarment, Performance, and Non-Collusion Certification

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.



 Authorized Signature Date

2/2/2015

 Katrina Thibodeaux; Executive Vice President
 Name and Title (Typed)

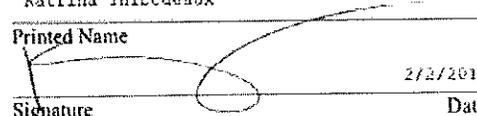
BP 54 - AGREEMENT TO PURCHASE SERVICES

ATTACHMENT 2

Code of Professional Conduct

By signing below, I confirm the following:

- I have read, understand, and agree to abide by the "Code of Professional Conduct" provided by the Registry of Interpreters for the Deaf (RID).
- I acknowledge that RID's "Code of Professional Conduct" is currently found at the following internet address: http://www.rid.org/UserFiles/File/NAD_RID_ETHICS.pdf.
- I acknowledge that RID's "Code of Professional Conduct" is subject to change (as is the internet address where it is found) and that I am responsible for adhering to the most current version thereof.
- I understand that even if I am not affiliated with RID, I am expected to uphold RID's "Code of Professional Conduct" throughout my interactions with the State of Maine, resulting from RFP #201411878 - Video Remote Interpreting Services.

Katrina Thibodeaux
Printed Name

Signature
Date 2/2/2015
Stuart R. Coneritants, Inc. U/B/A
Binbaum Interpreting Services
Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. H. Insurance Brokerage Services Co., Inc. 100 Madison St, Suite 100 Syracuse, NY 13202-2704 Gary Meyer	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Stuart B. Consultants Inc t/a Birnbaum Interpreting Services 8555 16th St Ste 300 Silver Spring, MD 20910	INSURER A: Philadelphia Ins Cos. 23850 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		RIR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Professional Liab		PHSD973477	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP-OP AGG \$ 3,000,000 Prof Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO		PHSD973477	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB473200	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A IF YES, DESCRIBE FROM DESCRIPTION OF OPERATIONS table					<input type="checkbox"/> AC STATUS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Business Property		PHSD973477	10/01/2014	10/01/2015	Property 51,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Proof of insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph Conventino</i>
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Rider F
Invoice Requirements

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the requesting agency per authorized Delivery Order (DO). Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the requesting agency's authorized approver(s). All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Delivery Order number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 7, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

The remainder of this page left intentionally blank.

RIDER G - Identification Of Country In Which Contracted Work Will Be Performed

Page follows.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: ME/MD

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary Covered Transactions

BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH
ARE AN INTEGRAL PART OF THE CERTIFICATION

Vendor/Organization Name <i>STANT B. CONSULTANTS INC., DB/A Birnbaum Integrity Services</i>		Agreement Number
Name of Authorized Representative <i>DAVID S. Birnbaum</i>	Title <i>CEO</i>	
Signature <i>David S Birnbaum</i>	Date of Signature <i>4-6-15</i>	

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Maine Department of Health and Human Services (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the DHHS may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the DHHS if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DHHS for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" provided by the DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DHHS may terminate this transaction for cause or default.