



## **PUBLIC SERVICE COMMISSION**

### **CATEGORY II SMALL PROCUREMENT**

### **MULTI-STEP INVITATION FOR BIDS**

### **SOLICITATION NO. PSC #02.06.17**

**Issue Date: March 27, 2017**

### **VERBATIM COURT REPORTING SERVICES MINOR PROCEEDINGS**

#### **NOTICE**

If a Prospective Bidder has received this document from a source other than the Procurement Officer, and wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises (MBEs) and Veteran Owned Small Businesses (VOSB) Are Encouraged to Respond to this Solicitation

## STATE OF MARYLAND NOTICE TO VENDORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title: VERBATIM COURT REPORTING SERVICES – MINOR PROCEEDINGS**  
**Solicitation No: PSC # 02.06.17**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND  
PUBLIC SERVICE COMMISSION  
IFB KEY INFORMATION SUMMARY SHEET**

**Invitation for Bids:** VERBATIM COURT REPORTING SERVICES  
MINOR PROCEEDINGS

**Solicitation Number:** PSC # 02.06.17

**IFB Issue Date:** **March 27, 2017**

**IFB Issuing Office:** PUBLIC SERVICE COMMISSION

**Procurement Officer and  
Contract Manager :** Dolline M. Serra, Procurement Officer  
Maryland Public Service Commission  
6 St. Paul Street, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Phone: 410-767-8009  
Fax: 410-333-6495  
e-mail: [dolline.serra@maryland.gov](mailto:dolline.serra@maryland.gov)

**Bids are to be sent to:** Dolline M. Serra, Procurement Officer  
Maryland Public Service Commission  
6 St. Paul Street, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202

**Pre-Bid Conference:** Public Service Commission  
6 St. Paul Street, 19<sup>th</sup> Floor  
Room No. 1941  
Baltimore, Maryland 21202  
**May 18, 2017 @ 11:00 AM**

**Closing Date and Time:** **June 28, 2017 @ 11:00 AM**

**Public Bid Opening:** Public Service Commission  
6 St. Paul Street, 19<sup>th</sup> Floor  
Room No. 1941  
Baltimore, Maryland 21202  
**August 15, 2017 @ 11:00AM**

**MBE Subcontracting Goal:** 0 %

**VSBE Subcontracting Goal:** 0 %

**Minority Business Enterprises and Veteran Small Business Enterprises are Encouraged to Respond  
to this Small Procurement Solicitation  
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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Summary Statement**

The Maryland Public Service Commission (“Commission”) is issuing this Multi-Step Invitation for Bids (“IFB”) to provide court reporting service to prepare and deliver transcripts of testimony given during its minor proceedings. The proceedings governed by this IFB are transportation matters, depositions, fuel rate and purchase gas adjustment proceedings, residential customer complaint proceedings, public conferences, administrative meetings, and other matters as requested.

- 1.1.1 It is the State’s intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is for a period of three (3) years or when Fifteen Thousand Dollars (\$15,000) in usage by the Commission is reached.
- 1.1.2 The Department intends to make one (1) award as a result of this IFB. However, the contract resulting from this IFB shall not be construed to require the Commission to use this contract exclusively. The Commission reserves the right to procure services of any nature from other sources when it is in the best interest of the State to do so and without notice to the Contractor.
- 1.1.3 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work

### **1.2 Abbreviations and Definitions**

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

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- d. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- e. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- f. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- g. **CD** - Compact Disc that contains all formats of the transcripts required for this IFB.
- h. **Contract Manager or Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The CM may authorize in writing one or more State representatives to act on behalf of the CM in the performance of the CM’s responsibilities.

- i. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- j. **Department or Public Service Commission** – PSC or Commission.
- k. **Domestic Corporation - an entity** that has an office located in Maryland.
- l. **Electronic Copy** – Refers to the attachment of the transcripts that will be emailed to the CM, the Executive Secretary and to the Docket Room Supervisor. Email addresses will be supplied in the award notice.
- m. **Emergency Hearing** - is a hearing that has been scheduled with only a one day notice.
- n. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- o. **Evaluated Bid** – determination of most favorable bid shall be evaluated to determine which bidder offers the most favorable price to the State in accordance with the evaluation criteria set forth in the IFB. (see IFB Section 5).
- p. **Foreign Corporation** - is **an entity** that *has no office* located in Maryland.
- q. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- r. **Hard Copy** - Paper (bond) copy, size: 8.5” X 11.0”
- s. **In-Person Services** – Reporter reporting to the Commission at the place of a scheduled hearing.
- t. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- u. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- v. **Multi-Step Invitation for Bid (IFB)** - This Invitation for Bids solicitation issued by the Commission, Solicitation Number PSC #02.06.17, including any addenda.
- w. **Next Day Delivery** – Delivery by 10:00AM the day after the proceeding.
- x. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- y. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation.
- z. **Proceedings** – (generally) pre-hearing conferences, case hearings, oral arguments, informal conferences and legislative hearings.
- aa. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

- bb. **Proposed Awardee Notice** – A written notice from the Procurement Officer requesting required (executed) documentation from the Contractor and with final approval from the State, the contract will be awarded to the recipient.
- cc. **PUA** - Maryland Public Utilities Article, Annotated Code of Maryland.
- dd. **Regular Delivery** – Delivery within ten (10) working days of the proceeding.
- ee. **Resident Agent** - an entity that has been contracted by a Foreign Corporation to be their local (Maryland) contact and has been registered with the Maryland State Department of Assessments (“SDAT”) and Taxation.
- ff. **State** – The State of Maryland.
- gg. **Technical Offer** – A Bidder’s response to the Scope of Work requirements of this IFB. A Bidder’s Technical Offer will be determined to be acceptable or not acceptable prior to any opening of a Bidder’s Bid Price Form. See IFB Section 4.2 for more information.
- hh. **Transcription Services** – Reporting services performed at the Contractor’s place of business, normally from electronic means including CDs, USB drives and/or real player recordings.
- ii. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- jj. **Working Day(s)** – Same as “Business Day(s).”

**1.3 Contract Type**

The Contract resulting from this solicitation shall be a fixed price contract with a not to exceed ceiling in accordance with COMAR 21.06.03.02.

**1.4 Contract Duration**

- 1.4.1 The Contract that results from this solicitation shall be for a period of **three (3) years – or when Fifteen Thousand Dollars (\$15,000) in services by the Commission is reached.**
- 1.4.2 The period of time from the award date through the Go-Live Date will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed , the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date plus three (3) years or when Fifteen Thousand Dollars (\$15,000) in services by the Commission is reached.



1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## 1.5 Procurement Officer and Contract Manager

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract.

The name and contact information of the Procurement Officer are indicated in the IFB Key Information Summary Sheet.

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

## 1.6 Contract Manager or Monitor

The Contract Manager is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award.

The name and contact information of the Contract Manager/Monitor are indicated in the IFB Key Information Summary Sheet.

The Commission may change the Contract Manager/Monitor at any time by written notice.

## 1.7 Pre-Bid Conference

A Pre-Bid Conference ("the Conference") will be held at the date, time, and location indicated in the IFB Key Information Summary Sheet. **All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.**

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Bid Conference Response Form (**Attachment E**) to the attention of the Procurement Officer at least **five (5) Business Days prior to the Pre-Bid Conference** date. *In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Pre-Bid Conference date.* The Department will make a reasonable effort to provide such special accommodation.

## 1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB. eMM is an electronic commerce system administered by the Maryland Department of General Services.

**In order to receive a contract award, a vendor must be registered on eMM.** Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on “Register” to begin the process, and then follow the prompts.

## **1.9 Questions**

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer’s e-mail address indicated in the IFB Key Information Summary Sheet. Please identify in the **subject line the Solicitation Number and Title**. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

## **1.10 Procurement Method**

This Contract will be awarded in accordance with the Multi-Step Competitive Sealed Bidding method under COMAR 21.05.02.17 and is a Category II Small Procurement (COMAR 21.05.07.04.C).

## **1.11 Bids Due (Closing) Date and Time**

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer at the Procurement Officer’s address and no later than the Bid Due date and time indicated in the IFB Key Information Summary in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

**Bids may not be submitted by e-mail or facsimile.**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page.

## **1.12 Multiple or Alternate Bids**

Multiple and/or alternate Bids will not be accepted.

### **1.13 Receipt, Opening and Recording of Bids**

- 1.13.1 Receipt. Upon receipt, each Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 1.13.2 Opening and Recording. Technical Offers from each Bidder will not be opened publicly, but will be opened in the presence of at least two (2) State employees. After review of the Technical Offers, a determination will be made as to whether each Bidder's Technical Offer is acceptable or not acceptable (see IFB Section 4.2). Afterwards, Bid Forms from only those Bidders whose Technical Offers have been determined to be acceptable shall be opened publicly, at the time, date, and place designated in the IFB. The name of each Bidder, their Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. Bid Forms from Bidders whose Technical Offers have been found unacceptable shall be returned unopened. At the time of Bid Form opening, a Register of Bids will be prepared that identifies each Bidder, including Bidders whose Technical Offers were not found to be acceptable. The Register of Bids shall be open to inspection immediately after the public Bid opening
- 1.13.3 The Bid Opening shall be at the date, time, and location indicated in the IFB Key Information Summary Sheet.

### **1.14 Confidentiality of Bids – PIA Requests**

The Bids shall be tabulated. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the evaluated bid.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

### **1.15 Award Basis**

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Evaluated Bid Price, after that Bidder's Technical Offer has been found to be acceptable (see COMAR 21.05.02.17 and IFB Section 4.2), for providing the goods and services as specified in this IFB.

### **1.16 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

### **1.17 Duration of Bid**

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

### **1.18 Revisions to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page. It remains the responsibility of all prospective Bidders to check applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

### **1.19 Cancellations**

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

### **1.20 Incurred Expenses**

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

### **1.21 Protest/Disputes**

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

### **1.22 Bidder Responsibilities**

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder shall submit with its Bid an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

### **1.23 Substitution of Personnel**

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract

Manager prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Manager, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

#### **1.24 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

#### **1.25 Bid/Proposal Affidavit**

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

#### **1.26 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation) note that a business entity that is organized outside of the State of Maryland is considered to be a "foreign" business.

#### **1.27 Compliance with Laws/Arrearages**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

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

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

## **1.29 False Statements**

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

## **1.30 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption.

The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

## **1.31 Prompt Payment Policy**

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**).

Additional information is available on GOMA's website at:

[http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

## **1.32 Electronic Procurements Authorized**

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducted transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM , e-mail, or the Commission’s website to issue:
    - (a) the solicitation (e.g., the IFB/RFP);
    - (b) any amendments;
    - (c) pre-Bid/Proposal conference documents;
    - (d) questions and responses;
    - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
    - (f) notices of award selection or non-selection; and
    - (g) the Procurement Officer’s decision on any Bid protest or Contract claim.
  2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or United States Postal Service to:
    - (a) ask questions regarding the solicitation;
    - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
    - (c) submit a "No Bid/Proposal Response" to the solicitation (fax may be used).
  3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial Bids or Proposals;
  2. filing of Bid Protests;
  3. filing of Contract Claims;
  4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
  5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

### **1.33 Minority Business Enterprise Goals**

There is no MBE subcontractor participation goal for this procurement.

### **1.34 Living Wage Requirements**

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

**NOTE: This is not a living wage contract.**

### **1.35 Federal Funding Acknowledgement**

This Contract does not contain Federal funds.

### **1.36 Conflict of Interest Affidavit and Disclosure**

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. A Bidder is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

### **1.37 Non-Disclosure Agreement**

A Non-Disclosure Agreement is not required for this procurement.

### **1.38 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

### **1.39 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

### **1.40 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

### **1.41 Veteran-Owned Small Business Enterprise Goal**

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.



**1.42 Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

**1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

**1.44 Small Business Reserve (SBR) Procurement**

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Bidder Minimum Qualifications**

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder shall have at least five (5) years of experience of regularly being engaged in the verbatim reporting business. The Bidder shall have at least three (3) years of experience in administrative hearings and/or regulatory matters.
- 2.1.2 The Bidder shall certify, in writing, a list with *a minimum* of two (2) skilled and experienced reporters who will be used in providing the reporting services. Each reporter listed shall have a minimum of three (3) years full-time reporting experience, with at least two (2) years of which shall be in administrative hearings and/or regulatory matters. The list of reporters shall include the name and experience of each reporter with their resumes attached.

**Each reporter shall be Maryland authorized notaries** and be prepared to notarize documents when required. A separate fee may not be charged for the notary service. Proof of the notary certification shall accompany the resumes

**Subcontracting with or the use of reporters other than those contained in the Bidder's originally certified list will be subject to the acceptance and approval of the Commission (see Section 1.23).**

- 2.1.3 As proof of meeting the above requirements the Bidder shall include a minimum of three (3) references from individuals/organizations/agencies for which the bidder has performed similar services indicated in this IFB. The references shall include a brief summary of the work performed, current contact information including phone number, email address and the time frame in which the work was conducted. The State shall have the right to contact any reference listed as part of the evaluation and selection process.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Background and Purpose**

The Commission was established in 1910 by the Maryland General Assembly and given regulatory jurisdiction over public utilities operating in the State.

The fact-finding hearings conducted by the Commission are both adjudicatory and legislative in nature. The adjudicatory hearings are adversarial proceedings conducted within the general framework of judicial procedures and evidence. Parties to the proceedings place evidence into the record and cross-examine one another's witnesses. The decision rendered by the Commission must be based upon the evidence on the record.

Typically, proceedings will involve the testimony of managers, engineers, accountants, statisticians, financial consultants, economists, and other experts who can provide evidence pertaining to the complicated management, accounting, financing, rate design and services issues pending before the Commission. Language and terms used in Commission proceedings are unique to the field of utility regulation and include a wide array of acronyms.

In addition to the evidentiary hearings, the Commission holds legislative hearings and evening public hearings at various locations in the service area of the utility whose matter is before the Commission. The purpose of the evening public hearings is to provide customers of the utility with an opportunity to comment on various proceedings and to provide information about how they will be impacted. The statements made at a public hearing are transcribed and become part of the official record in the case.

The State is issuing this solicitation for the purposes of providing the Commission with transcription services and verbatim court reporting services for **minor proceedings** which are mainly transportation matters, depositions, fuel rate and purchase gas adjustment proceedings, residential customer complaint proceedings, public conferences and administrative meetings.

### **3.2 Scope of Work - Requirements**

The Contractor shall furnish all equipment, labor, material, supplies and delivery in connection with the performance of this contract.

#### **3.2.1 General**

All spoken testimony, arguments, comments, instructions, objections, and other verbal statements shall be reported, and no part of the required transcript shall be omitted from the record, unless otherwise directed by the presiding officer. Nothing spoken at a proceeding shall be "off the record" unless so designated by the presiding officer.

The Commission reserves the right to use local reporting services for proceedings in the extreme areas of the State and reserves the right to call on other reporting services in the event the Contractor is unable to provide the required services under the contract.

The Commission requires that the selected Offeror coordinate scheduling of court reporting services under this contract by accessing the Administrative Agendas and Hearing Schedules under "Documents" on the Commission's website. As a courtesy, the Commission will **email** the Contractor when an emergency hearing has been scheduled. A **valid email** address is **required on the bid form**.

A. The Commission anticipates between One Thousand (1,000) and Fifteen Hundred (1,500) pages of transcripts from **in person** court reporting services **per year**, with the number of appearance fees **estimated** between fifteen (15) and twenty (20), **per year**.

B. The Commission anticipates less than 150 pages of transcript from transcription services only, **per year**.

**Note:** A majority of the requested transcription only services will be transcribing portions of administrative meetings which are live streamed. The Contractor will be given a copy of the recorded meeting with the time stamp for the portion to be transcribed.

The Commission does not warrant any business volume and shall not be held responsible for volumes greater or less than those anticipated or experienced. By submission of a bid proposal, the bidder agrees to hold the Commission harmless with regard to any estimates of anticipated work volume.

### **3.2.2 Personnel / In Person Services**

#### **A. Availability of Reporting Personnel for IN-PERSON Services**

1. The Contractor shall have at least two (2) qualified reporters available on any one day to accommodate multiple Commission proceedings.
2. The Contractor shall provide the required number of qualified reporters willing to cover the entire State of Maryland for day and evening hearings scheduled by the Commission.
3. The Contractor shall not use unapproved reporters or subcontractors without the written authorization by the Commission.

#### **B. Reporter Responsibility**

The reporter shall be responsible for:

1. Swearing in witnesses;
2. Correct spelling, titles and pertinent information of all parties to the case;
3. Exhibits introduced at hearings, including:
  - a. Tagging exhibits with the appropriate number given by the Presiding Officer;
  - b. Incorporating exhibits into the transcripts; and
  - c. Returning all exhibits to the Commission with the hard copy of the transcript.
4. Validation of the equipment to be used at each proceeding, provided by the Contractor.
5. All operations of the recorder being used for the proceeding, including but not limited to:
  - a. playback segments when requested by the Presiding Officer;
  - b. clarity;
  - c. volume;
  - d. changing of tapes/memory sticks;
  - e. microphone;
  - f. cords; and
  - g. any other equipment needed to ensure that the proceeding is not interrupted due to mechanical failure.
6. Proofreading the final transcript. This function shall be performed by the reporter that presided at the proceeding.

### **3.2.3 Transcript Requirements for In Person Services**

A. Transcript pages shall be 8.5" X 11" in size (hard copy) containing a minimum of twenty-three (23) numbered lines with the numbers printed outside and adjacent to the left margin of each reporting page.

B. The left-hand margin shall not exceed one and one-half inches (1.5”) and a maximum right-hand margin of three eighths of an inch (3/8”).

*Note: Whenever testimony is continuous, requiring more than one (1) line, the text shall begin as close as possible to the left-hand margin.*

C. Transcripts (hard copy) shall have sharp black typed characters on white bond paper and be capable of reproduction.

D. Transcript type shall be ten spaces to the inch, double-spaced and in a type font agreed upon between the “Contractor” and the Contract Manager.

E. Transcripts, *both hard and electronic copy*, shall begin with a title page(s), showing the caption of the case, case number, time, date and location of the proceeding, the Presiding Officer(s), names of parties appearing in the proceeding with the organizations represented and the name of the court reporter(s).

F. Transcripts shall contain an index section indicating:

1. Name(s) of the witness(s);
2. Name(s) of the examining attorney;
3. Transcript page of the testimony;
4. Word Index; and
4. Exhibits introduced into evidence with the transcript page

G. Each transcript page and volume in any one proceeding shall be numbered consecutively. Subsequent proceedings involving the same case number shall continue the page and volume numbering sequence.

H. Each volume shall be bound in a report cover with a clear, firm plastic front and a pressboard back.

I. Transcripts (final and fully-edited) shall not contain an error rate of more than one (1) error per five (5) pages of transcript.

### **3.2.4 Transcript Delivery for In Person Services**

A. The Contractor shall offer the following delivery options for hard, compressed hard and electronic copies:

1. Regular delivery – within 10 days of the proceeding.
2. Next day delivery – by 10:00AM the day after the proceeding.

B. The Contractor shall deliver to the Commission:

1. One (1) original hard copy notarized by the court reporter;
2. One (1) hard copy in compressed format;
3. One (1) electronic copy in Microsoft Word on a CD, thumb drive or an agreed upon electronic device;
4. One (1) electronic copy in compressed format, on the above agreed upon device;
5. One (1) electronic copy in Microsoft Word emailed to the Commission; and
6. One (1) electronic copy in compressed format emailed to the Commission;

*Note: 5 and 6 above shall be attached to the same email and sent to the Contract Manager, the Executive Secretary and the Docket Supervisor. Email addresses will be supplied at the time of award.*

C. Transcripts number 1, 2, 3 and 4 above shall be delivered in the same package along with any exhibits being returned to the Commission (see Section 3.2.3 sub-section B.3.c), via courier during regular business

hours within ten (10) business days of the date of the proceeding. The pricing for this service is included in the “appearance fee”.

D. When requested by the Commission or a Party in the proceeding, next day transcript service shall be provided.

*Note: If a Party requests next day service, the Commission is provided next day service of all transcripts (see B1-B6 above) at no charge. The Party requesting next day service will pay the next day party rate; the Commission will pay the appearance fee only unless the Commission requests the next day service.*

### **3.2.5 Transcription Services Only**

The Contractor shall have the experience and equipment necessary to transcribe meetings, in full or in part from electronic media such as a real player recording, CD and/or a thumb drive. If an in-part transcription is requested, the awardee will be emailed the electronic media with the time stamp and length of play of the portion to be transcribed.

### **3.2.7 Yearly Reporting Requirements**

The Contractor shall provide to the Commission on a yearly basis, a report that includes:

- Number of days an appearance fee was charged;
- Number of evenings an appearance fee was charged;
- Number of times the Commission requested next day delivery;
- Number of times the Commission requested transcription services only;
- Number of party requests for transcripts separated by 10 day delivery and next day delivery.

## **3.3 Security Requirements**

### **3.3.1 Employee Identification**

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

### **3.3.2 Information Technology**

- (a) Contractor shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

**3.4 Confidentiality of Record – When Required**

The Contractor, reporters and transcribers shall hold in the strictest confidence any and all information that may be gained during the performance of services under this contract. Confidential transcripts or portions of a transcript shall be available to only Parties of a proceeding who have been authorized by the Commission.

**3.5 Problem Escalation Procedure**

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur

during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

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

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
- For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

**3.6 Invoicing**

**3.6.1 General**

a. All invoices for services shall be submitted to the Contract Manager. All invoices shall include the following information:

- Contractor name;
- Remittance address;

- Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
- Case Number;
- Date of Service;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- Purchase Order number and
- Amount due.

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

- b. Invoices shall be submitted electronically by email to the Contract Manager after electronic transcripts have been received
- c. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

<b>3.7 SOC 2 Type 2 Audit Report</b>
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A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

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## **SECTION 4 – BID FORMAT**

### **4.1 Two Part Submission and Delivery**

Bids shall be submitted in the following manner:

- a. A Technical Offer, including resumes, references or any sample(s) if appropriate. No pricing information (see Section 4.2); and
- b. A Bid Price Form including all Bid pricing/cost information (see Section 4.3)

One original and three (3) hard copies and an electronic version of each, the Technical Offer and the Bid Price Form, shall be placed in separate, sealed envelopes or other appropriate packaging, with labels indicating “Technical Offer” or “Bid Price Form” as appropriate. These two separate envelopes/packages should then be placed in a singled sealed envelope or other appropriate package along with any Minimum Qualification documentation that may be required (see Section 2) and all other Required Bid Submissions (see Section 4.4). This single envelope/package shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

### **4.2 Volume I - Technical Offer**

#### 4.2.1 Technical Offer Requirements

- a. The Bidder shall address each Scope of Work requirement (Section 3.2) in its Technical Offer and describe how its proposed services will meet or exceed the requirement(s). Any paragraph in the Technical Offer that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Bid classified as not responsive or the Bidder deemed not responsible, and the Technical Offer determined not acceptable.

Responses in the Bidder’s Technical Offer should reference the organization and numbering of Sections in the IFB (ex. “Section 3.2.1 Response . . .; “Section 3.2.2 Response . . .,” etc.). This Technical Offer organization will allow State officials to “map” Bidder responses directly to IFB requirements by Section number and will aid in the review process.

- b. The Bidder shall give a definitive description of the proposed plan to meet the requirements of the IFB, i.e., a Work Plan. It shall include the specific methodology and techniques to be used by the Bidder in providing the required services as outlined in IFB Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Bidder and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Bidder must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department’s Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in IFB Section 3.5.

- 4.2.2 Technical Offers will not be opened publicly, but will be opened in the presence of at least two (2) State employees. Technical Offers will then be reviewed. Prior to the Bid Price Form opening, Technical Offers will be shown only to State employees and members of the review committee with a legitimate interest in them.

#### 4.2.3 Technical Criteria

The following criteria shall be used to determine the acceptability of each item listed or provided under Section 4.2.1 “Technical Offer Requirements.” All criteria are pass/fail. Technical Offers are not ranked but determined to be acceptable or not acceptable.

- a. The Bidder’s comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done (i.e., response to IFB Section 3.2 requirements). (see Section 4.2.1.a.)
- b. The Bidder’s Work Plan. (see Section 4.2.1.b.)
- c. The Bidder’s Problem Escalation Procedure. (see Section 4.2.1.c.)

4.2.4 After Technical Offers have been reviewed, Bidders whose Technical Offers are determined not to be acceptable, based upon the technical criteria as set forth in Section 4.2.3, will be notified in writing that their Bids are not acceptable and being rejected. Included with the rejection notice, the unopened Bid Form will also be returned. Bid Forms from only those Bidders whose Technical Offers have been found acceptable shall be publicly opened at the date, time, and place specified in the Key Information Summary Sheet and IFB Section 1.13.3.

### **4.3 Volume II – Financial Form - Attachment F**

Under separate sealed cover from the Technical Proposal the Bidder shall submit an original, three (3) hard copies and an electronic version of the Financial Bid Form. The Bidder shall complete the Financial Bid Form as instructed.

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

**The Contractor shall have the exclusive right to sell transcripts of the proceedings to participants [a party in the proceeding(s)] at the price contained in the contract awarded under this IFB.**

4.3.1 Pricing Format - Attachment F, the bid form is set up in two (2) sections:

1. Commission Pricing
  - A. Appearance Fee, which is a “daily” fee, meaning a single appearance fee shall be paid for any one day of proceedings regardless of the number of proceedings for that day.  
A second appearance fee shall be charged for the same day **only** if (1) a second proceeding occurs at the same time, requiring a second reporter and/or (2) an evening proceeding scheduled for the same day;
  - B. Next Day Delivery;
  - C. Transcription Services Only – 10 Day Delivery; and
  - D. Transcription Services Only – Next Day Delivery
2. Party Pricing
  - A. 10-Day Delivery
  - B. Next Day Delivery

**Note:** *The commission reserves the right to duplicate transcripts furnished by the Contractor for its own use and for any person(s) who is not a party in the proceeding for which the transcript was prepared. The Commission reserves the right to post a transcript on its website site six (6) months after the creation of the transcript or after the Commission’s Case for which a transcript was created is closed, whichever is later.*

## 4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

### 4.4.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder. If not, the subsidiary Bidder shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

### 4.4.2 Minimum Qualifications Documentation:

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Bidder Minimum Qualifications."

### 4.4.3 Completed Required Attachments: Submit three (3) copies of each with original signatures:

- a. Completed Bid/Proposal Affidavit (**Attachment B**).

### 4.4.4 Additional Documents **\*If Required**: Submit three (3) copies of each with original signatures, if required. \* See appropriate IFB Section to determine whether the document is required for this procurement:

- a. A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder.  
**\*see Section 1.22**

### 4.4.5 References:

At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following

information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

#### 4.4.6 **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

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

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

#### 4.4.7 **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award.

#### 4.4.8 **Legal Action Summary:**

This summary shall include:

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

## **4.5 Reciprocal Preference**

Although Maryland law does not generally authorize procuring units to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

- The Maryland resident business is a responsible Bidder;
- The most advantageous Bid is from a responsible Bidder whose principal office or principal operations through which it would provide the services required under this IFB is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

#### **4.6 Delivery**

Bidders may use the United States Postal Service, a commercial carrier (such as UPS or FedEx) or a private delivery service.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom..
- 4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

#### **4.7 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),

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## SECTION 5 - CRITERIA AND SELECTION PROCEDURE

### Qualifying Bids

Each bid will first be reviewed for compliance with the mandatory features described in Sections two (2) and three (3), and with all other mandatory requirements of this procurement. Failure to comply with any mandatory requirement will disqualify a bid.

#### 5.1 Contract Award – Evaluated Bids

Award will be made to the responsive and responsible bidder who submits **the lowest evaluated bid price**. In evaluating bids, the following factors will be considered:

<b>1. Commission Pricing</b>	Points*
(a) Appearance Fee – Not to Exceed \$350/Appearance	50
(b) Next Day Delivery <i><u>Exception: If a party pays for next day delivery, PSC receives Next Day Delivery at no cost, see § 3.2.4C.</u></i>	5
(c) Transcription Service Only – 10-Day Delivery	15
(d) Transcription Service Only – Next Day Delivery	5
<b>2. Party Pricing</b>	
(a) 10-Day Delivery <i><u>Price/Page/Delivered (including electronic copy)</u></i>	20
(b) Next Day Delivery <i><u>Price/Page/Delivered (including electronic copy)</u></i>	5

\* Please note that the points will be applied to the ratio of the lowest price in the category submitted by all Offerors divided by the bid of the Offeror being evaluated.

## Formula for Evaluated Bid

Formula for Each Category

$$\frac{\text{Lowest Price (of All Bidders)}}{\text{Individual Bidder's Price}} \times \text{Available Points} = \text{Total Points in Category}$$

### Example:

The lowest bid price received for each of the line items will be divided by each bidder's price for that item and then multiplied by the point available for that item. Thus, if bidder A submits a price of \$1.95 for item 2b and the lowest bid for that item is \$1.70, Bidder A will receive the following:

$$(\$1.70/\$1.95) \times 15 = 13.1 \text{ points}$$

Points received will be totaled to determine the **lowest evaluated bid price**. The bidder receiving the **highest number of points** will be declared the lowest evaluated bidder. In the event of a tie, the award will be made in accordance with the provisions in COMAR 21.05.02.13. For the purpose of evaluation only, a bid for less than one cent for any bid item shall be treated as a bid of one cent.

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## **IFB ATTACHMENTS**

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a Small Procurement Contract will be sent to the recommended awardee for signature. The recommended awardee must return an executed copy of the Contract to the Procurement Officer within five (5) Business Days after receipt of the Proposed Awardee Notice. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and **submitted with the Bid.**

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving after receipt of the Proposed Awardee Notice.

### **ATTACHMENT D – Pre-Bid Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Bidders that plan on attending the Pre-Bid Conference.

### **ATTACHMENT E – Bid Form Instructions**

Read the bid form instructions carefully before completing the BID FORM.

### **ATTACHMENT F – Bid Form**

The Bid Form must be completed and **submitted with the Bid.**

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**Verbatim Court Reporting Services –  
Minor Proceedings PSC # 02.06.17**

**THIS CONTRACT** (“Contract”), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **PUBLIC SERVICE COMMISSION** (“Commission”), a principal Agency of the State of Maryland (the “State”), and \_\_\_\_\_ (“Contractor”) whose address in this State is \_\_\_\_\_ and whose principal address is \_\_\_\_\_.

The parties agree as follows:

1. **Services to be Provided.** Verbatim Court Reporting Services – Minor Proceedings.
2. **Term of Contract.** Performance under this Contract shall commence on \_\_\_\_\_, 2017, and shall be completed on the earlier to occur of the following: (i) when Fifteen Thousand Dollars (\$15,000) in usage by the Commission is reached, or (ii) \_\_\_\_\_, 2020.
3. **Compensation and Method of Payment.**
  - (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **Fifteen Thousand Dollars (\$15,000)**. The Commission shall compensate Contractor for services satisfactorily performed in accordance with the Contractor’s bid, attached as Exhibit B.
  - (b) **Method of Payment.** The Commission shall pay Contractor no later than thirty days after receipt of a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
  - (c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is \_\_\_\_\_. Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by Contractor to the Commission for payment with the contract number.
4. **Procurement Officer.** Department designates Dolline Mooney Serra to serve as Procurement Officer for this Contract. All contact between the Commission and Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract as directed by the Procurement Officer.
6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Non-appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business’s contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

12. **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**PUBLIC SERVICE COMMISSION OF MARYLAND**

By: \_\_\_\_\_  
W. Kevin Hughes, Chairman

\_\_\_\_\_ Date

Approved for form and legal  
Sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Robert H. Erwin, General Counsel

Attachments: Exhibit A – The IFB  
Exhibit B – State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_  
Exhibit C – The Bid

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

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

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

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

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

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7205, Fraud and False Statements, or
  - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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



H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. ACKNOWLEDGEMENT**

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

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

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

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

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

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

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

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

**I FURTHER AFFIRM THAT:**

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

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

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID  
Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal

corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

- (i) Abide by the terms of the statement; and

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2014 and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

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

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

**ATTACHMENT D – PRE-BID CONFERENCE RESPONSE FORM**

**Verbatim Court Reporting Services –  
Minor Proceedings PSC # 02.06.17**

A Pre-Bid Conference will be held at **11:00AM Local Time**, on **May 18, 2017** at 6 St. Paul Street, Baltimore, Maryland 21202, Room 1941. Please return this form by 3:00PM Local Time on May 11, 2017, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Dolline M. Serra, Procurement Officer  
Maryland Public Service Commission  
6 St. Paul Street, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Email: dolline.serra@maryland.com  
Fax: 410-333-6495

Please indicate:

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm (please print)

## ATTACHMENT E – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL EVALUATED BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Prices must be the actual price per unit (as indicated: day or page) the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, delivery, packaging and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

**ATTACHMENT F – Bid Form**

**PUBLIC SERVICE COMMISSION  
PSC # 02.06.17**

The undersigned, having received and become familiar with the Verbatim Reporting Service Invitation For Bid, hereby propose to provide court reporting services and transcripts of testimony in accordance with the provisions, terms and conditions contained in the IFB and the Contract (if awarded) for the following prices:

**1. COMMISSION PRICING**

	<b>Price</b>	<b>Point Value</b>
a. Appearance Fee/ <b>per day</b> (Not to exceed \$350.00) <i><u>10 Day Delivery (included in appearance fee; see § 3.2.4.C &amp; 4.3.1.1.B)</u></i>	_____ / Day	50
b. Next Day Delivery <i><u>Exception: If a party pays for next day delivery, PSC receives next day delivery at no cost see § 3.2.4C.</u></i>	_____ / Page	5
c. Transcription Service Only – 10 Day Delivery	_____ / Page	15
d. Transcription Service Only – Next Day Delivery)	_____ / Page	5

**2. PARTY PRICING**

b. Regular (10 Day) Delivery <i><u>Price/Page/Delivered (including electronic copy)</u></i>	_____ / Page	20
c. Next Day Delivery <i><u>Price/Page/Delivered (including electronic copy)</u></i>	_____ / Page	5

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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

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

Office Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_

**All above information must be completed at time of submission.**

eMM Registration/Vendor Number\*: \_\_\_\_\_

State Department of Assessments and Taxation (SDAT)

Department Number\*: \_\_\_\_\_

\* Due within five (5) days of Proposed Award Notice