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**Questions & Answers #3 for
RFP # 050B7800015
Statewide Language Interpretation Services
Closing Date: December 13, 2006 no later than 2:00 PM**

(General)

82. Question: (Section 2.3.3.9, page 15) Since compliance with this reporting requirement provides the state with access to confidential language interpreter lists, are there any policies or procedures in place to protect a vendor from having its linguists hired directly by the state or requesting entities?

Answer: The State of Maryland complies with the Maryland Public Information Act which protects confidential commercial information from disclosure to requesting entities.

As a practical matter, at the present time, the State has only one (1) personnel classification of interpreter. This classification is only used by a limited number of agencies that perform administrative and government hearings. Currently the State has only one (1) such positions. With limited exceptions, any agency that is permitted to employ individuals in this classification would need the specific permission of the Department of Budget and Management, and frequently the legislature to increase the number of positions it is authorized to fill. Generally, agencies eligible to use this classification will use contractual interpreters (such as can be obtained under this contract) rather than use one or more of their limited hiring authorizations.

Nonetheless, we cannot guarantee that this will not change, nor can we guaranty that a State or local government agency will not ever offer a position to an individual that becomes known to it through an assignment under this contract. Moreover, individuals may freely apply for state employment in this, or any other State classification.

83. Question: The terms & conditions state that we will not employ/hire/recruit a State employee for this contract. We would also like to have a non-solicitation clause in the contract for the supplier so that the State will not be able to employ/hire/recruit interpreters sent for assignment.

Answer: The State declines to include a clause as requested. The subject provision is a mandatory provision for all State contracts under COMAR 21.07.01.05 and is intended to address ethics concerns. See also answer to #82.

84. Question: We request that a clause be entered that states that the State will destroy the list of interpreter information we are asked to provide once the contract is over. The clause should also state that the State of Maryland will not use the list for hiring or recruiting and will not submit any or all of the information on the list to future or potential vendors.

Answer: State agencies are required to retain all information related to payments under State contracts for the earlier of three years after final payment under a contract or until the contract is audited by the State Legislature. See also COMAR 21.06.05.03 and the answers to questions 82 and 83.

Accordingly, the State declines to include a clause as requested.

85. Question: (2.11 Insurance Requirements) The RFP lists *standard* types of property and casualty insurance and general liability insurance in the event of injury or death. Professional liability insurance, typically DOES NOT include coverage for contingent bodily injury and property damage, or for losses due to the disclosure of confidential information (i.e. identity theft).

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These latter types of claims are the most likely to arise from the use of interpretation services in the event of a mistake or wrongful act. This type of insurance coverage is not standard, and is typically only provided as "extended" coverage. It is specifically listed separately on an insurance certificate. Is there a requirement for professional liability insurance with these extended coverages to minimize the state's risk?

Answer: The adequacy of insurance coverage is included as an evaluation criterion in RFP section 4.2.2. (Depending upon the service category, either section 4.2.2.1 (7), or 4.2.2.2 (7), or 4.2.2.3 (7). An offeror that has better insurance coverage will receive a higher rating in this criterion.

- 86. Question: (3.5 Volume II - Financial Proposal) The RFP states that the contract will be open to virtually all government agencies at a state and local level. The interpretation requirements for a group of agencies this broad can vary widely from scenarios covering simple public information to agencies requiring highly experienced and trained interpreters, working in situations in which the outcomes are significantly more serious (healthcare settings, the justice system or emergency dispatch). The difference in required skill level and experience for interpreters in this range of environments can be significant, and interpreter pay for experience varies accordingly. In order to provide each requesting agency the service they need at the most cost-effective price, can per minute pricing be offered not *by language*, but skill level of a particular application (i.e. general interpretation, court interpretation, medically certified interpretation, emergency services/911, etc.).**

Answer: CORRECTION – Interpretation services for each service category shall be available to ALL government agencies at a state and local level.

In your technical proposal, provide the specific skill set available along with the number of interpreters available to provide translation services at that level. If an individual interpreter has a recognizable certification and it applies to the situation which requires that particular knowledge and skills-set, a flat surcharge (20% maximum) may be incorporated into the onsite service category bid price **only**. This information will be utilized for evaluation purposes of onsite interpretation services **only**. See Amendment 2, items 7 and 11.

- 87. Question: (Section 1.2.N) Can the state provide a sample copy of the interpretation manual from the previous vendor?**

Answer: The State would view the interpretation manual as confidential, proprietary commercial information that would not be available for disclosure under a Public Information Act request.

- 88. Question: (Section 4) Please note that payment is due after acceptance -- I do not see acceptance defined?**

Answer: This is standard language for State contracts. For intricate contracts, such as the development of information technology software, there will be contract specific statements of what constitutes acceptance. This contract for language interpretation does not rise to that level of complexity. In simple terms, if the contractor provides the interpretation requested, at the site requested (on-site, as evidenced by a signed assignment sheet), for the duration requested (telephone or on-site), or to the extent requested (written document), in the absence of any indication of error or rejection, the service will be deemed to be accepted.

- 89. Question: (Section 18) The phrase "pay all reasonable costs" should be changed to "pay for all services rendered" Costs are undefined and we should paid at the contract rates.**

Answer: This is standard language in State contracts which is intended to provide protections for vendors. Basically, under this provision, in the event of early termination for convenience, the contractor can bill for costs that it can document that it has incurred to provide the services required by the contract, but not yet recouped through the billings for actual delivered services. Reasonable costs would include services rendered. Subject language is preferred under COMAR 21.07.01.12.

- 90. Question: (Section 27) The following should be inserted in place of the words in the first sentence up to the comma as we regularly use subcontractors: "Company acknowledges and agrees that vendor's obligations hereunder may be carried out by its employees and third party contractors and employees and contractors of its affiliates."**

Answer: At this time the State declines to modify Section 27 as requested. The State not only recognizes that contractors will subcontract services under this contract, it has set a goal that at least 15% of the contract value be subcontracted. Various sections of the RFP require offerors to identify

how they will provide the required services, including the proposed use of subcontractors. The proposal of each of the successful offerors is then incorporated by reference into their respective contract. Doing so constitutes the written approval by the State. Any changes must be approved in advance by the procurement officer. See e.g., COMAR 21.11.03.12.

91. Question: Since MD is a large state, would it consider paying travel time for interpreters who have to travel more than 1 hour to a location (i.e.. interpreter is required in St. Mary's)?

Answer: Under the new contract which will result from this RFP, the State has increased the minimum billable time for onsite interpretation services from one hour under the current contract to 2 hours and included mileage as an allowable expense, beyond a 20 mile one-way trip. (See RFP Section 2.5.2.6 and Addendum #1). Under the current contract there is no mileage reimbursement.

Nonetheless, in answer to this question and as indicated in item 3 of Addendum 2, for onsite interpretation requests for languages other than Spanish, the State will pay travel time for destinations beyond thirty (30) miles, one-way, at a rate equivalent to ½ mile per minute.

92 . Question: Will the state pay travel costs (hourly rate) if an interpreter has to drive more than 50 miles roundtrip to an assignment? The issue will be that an interpreter will want to be paid (not just mileage for gas) for the time it takes to drive to remote areas for assignments. Also, some languages on the list only reside in specific areas in Maryland (Baltimore City, Silver Spring etc). If these qualified interpreter have to travel from their home town/city to a far away assignment (Cumberland, St. Mary's Frederick, Ocean City etc). They will not accept the assignment if they only receive a two hour minimum, but have to drive 1 or more hours.

Answer: Refer to the answer to question #91.

93. Question: (Section 2.3.3.2, page 14) Do any state locations require criminal or health background checks of interpreters prior to such interpreter being able to provide on-site interpretation services? If so, please identify which locations?

Answer: No; not that the State has been made aware of. However, under the current contract there is no requirement for either State agencies or the contractor to report such requirements. Furthermore, it is possible that agencies or entities that may use this contract in the future may have or may initiate such requirements.

Please refer to Amendment 2, item 4 for an additional exclusion from liquidated damages for the failure to provide interpreters under such circumstances.

94. Question: On Page 14 under On Site languages you list Chinese as a language on the core list; you also have Mandarin listed on this same list. Chinese is not a language, but Mandarin is a language spoken in China. Please define what one language you meant for Chinese (there are several languages spoken in China).

Answer: It is correct that there are various languages and dialects spoken in China, but no Chinese language, per se. As per Amendment 2, item 5, in place of "Chinese" we will require Mandarin and Cantonese.

95. Question: Under 2.5.2.7 the State will only pay a two hour minimum even if the interpreter is originally scheduled from 9am to 4pm (example). We ask that the State reconsider this as if an assignment is scheduled for 9am to 4pm, then 7 hours should be the minimum for this particular assignment.

Answer: Generally, an interpreter will not be "scheduled" for a particular timeframe. In the example cited in the RFP in this section the essence was not that the interpreter was scheduled for 6 hours, but that he/she would potentially provide interpreter services for 4 hearings, which were expected to last 6 hours, and would not be considered 4 occasions of usage that entitled the interpreter to the 2 hour minimum billable time for each occasion, or 8 hours. Usually, it will not be known exactly how long an interpreter will have to work for a given occasion of need.

However, as per Amendment 2, item 6, in the unlikely event that an interpreter is actually scheduled for a specific work shift, such as 8 am to 4 pm to accompany a specific juvenile in a juvenile facility, the interpreter will be paid for the full scheduled shift, even if the interpreter is dismissed before the end of that shift.

96. Question: I have noticed that on page 32 of the RFP under Section 3 Proposal Format Category I telephonic number 3.4.5.1.6 it states "Its capability to determine the appropriate breakdown of tenths of minutes when calculating the amount of time for which a call will be charged." However on page 19 under 2.5 Service Category billing 2.5.1.1 it states that "Telephonic language interpretation service will be billed in sixty (60) second or one (1) minutes increments during both standard hours and non-standard hours." In addition in the amendment it clarifies this further to say that if the call is over one minute the call shall be billed to include the additional minute. I just want to clarify that this is correct and that it is not a tenth of a minute.

Answer: Amendment 2, item 8 will clarify that all telephonic billing over one minute is to be billed and paid in tenth of a minute increments.