



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

DAVID C. ROMANS  
Deputy Secretary

**Amendment #2 to Request for Proposals (RFP)  
DBM Statewide Language Interpretation Services  
Solicitation No. 050B2400001  
April 10, 2012**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikethrough (ex. ~~language deleted~~).

**1. AMENDED KEY INFORMATION SHEET AS FOLLOWS:**

Closing Date and Time: Date: ~~April 11, 2012~~ **April 19, 2012** – 2:00 PM Local Time

**2. AMEND § 1.2 AS FOLLOWS:**

**1.2(pp) Day- Calendar day; twenty-four (24) hours**  
**1.2(qq) Week – Calendar week; seven (7) days**

**3. AMEND § 1.4. AS FOLLOWS:**

1.4 Proposals Due (Closing) Date

An unbound original and five (5) bound **or unbound** copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.7, no later than **2:00 PM** (Local Time) on ~~April 11, 2012~~ **April 19, 2012** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word or Excel format shall be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word or Excel format shall be enclosed with the original financial proposal. Ensure that the diskettes are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement

~Effective Resource Management~

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Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, ~~April 11, 2012~~ **April 19, 2012** at 2:00 PM (Local Time) will not be considered.

#### **4. AMEND § 1.7 AS FOLLOWS:**

. Erin S. Oliver

Maryland Department of Budget and Management

Division of Procurement Policy & Administration

45 Calvert Street, Room 138

Annapolis, Maryland 21401

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#### **5. AMEND § 1.10 AS FOLLOWS:**

Paragraph 1. A Minority Business Enterprise (MBE) subcontractor participation goal *is unique to each service category. For Category I-Telephonic it is 15%. For Category II-Onsite Interpretation it is 10%. For Category III-Written Translation it is 15%.* No MBE subcontractor participation goal is established for the Secondary Contractor of *Category II-Onsite Interpretation.* **Each respective MBE subcontract participation goal is based on the total value of each respective Contract.**

**Paragraphs 2-4, and 6 & 7 of § 1.10 are unchanged.**

Paragraph 5. The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland. MBE requirements are specified in Attachment D, "Minority Business Enterprise Participation." **Read Attachment D carefully.** Subcontractors used to meet the MBE goal **for each of the 3 component service categories** of this RFP must be identified in the Offeror's proposal and **must be certified to perform all work proposed.**

#### **6. AMEND § 2.2 AS FOLLOWS:**

- A. Amharic \*
- B. Arabic \*
- C. Bengali
- D. Burmese \*
- E. Chin
- ~~F. Chin Hakka~~
- G. Chinese\* (Inclusive of Mandarin \* and Cantonese \*)
- H. Creole

- I. Farsi / Afghani **Dari**
- J. Farsi / Iranian
- K. Farsi / Persian
- L. French \*
- ~~M. French Creole~~
- N. Gujarati
- O. Haitian Creole
- P. Hindi
- Q. Korean \*
- R. Nepali
- S. Portuguese \*
- T. Romanian
- U. Russian \*
- V. Somali
- W. Spanish \*
- X. Swahili
- Y. Tagalog
- Z. Tigrinya
- AA. Turkish
- BB. Urdu
- CC. Vietnamese

**7. AMEND § 2.5 AS FOLLOWS:**

**Written Document Language Translations**

**2.5.1.1.1 Translators used by the Contractor for this Contract shall be thoroughly knowledgeable about U.S.-domestic-culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. , or has spent significant recent time in this country and is directly knowledgeable regarding U.S.-domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to the Contract Administrator for resolution.**

2.5.1.2 When interpreting from the Source Language to the Target Language, the written text of the Target Language shall be typed on ~~single-spaced~~ **double spaced** 8 ½ x 11” or

8 ½ x 14” white paper with a 1” margin on all sides. Text shall be transcribed in Times New Roman, 12 point font, double spaced.

**8. AMEND § 2.6 AS FOLLOWS:**

**Service Category Billing**

2.6.1.3 For conference call billing purposes, the contractor may only bill for the actual time an interpreter participates in a call. ~~The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off,~~ will not be chargeable time. The Contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.) **However, the Contractor may bill five (5) cents per minute for the duration of any conference call initiated by the Contractor that continues once the interpreter is no longer participating and has dropped off.**

**2.6.5.4 If an Offeror is awarded contracts for more than one service category in accordance with RFP Section 3.5.2 and Attachment E Pricing Instructions, all billings shall reflect the appropriate percentage discount, if any, as entered into the Attachment E Price Form in lines 56 & 57 on Tab 1 (Telephonic), lines 61 & 62 on Tab 2 (On-site) and lines 57 & 58 on Tab 3 (Written).**

**9. AMEND § 2.7.2.1 AS FOLLOWS:**

**Telephone Interpretation Services: delete 1 current reporting item and add 5 other reporting items**

- ~~Originating telephone number(s)~~
- **Total number of calls and total duration of calls originated with each type of notice: Routine, Expedited and Critical**
- **Total number and duration of conference calls initiated by the Contractor**
- **For each conference call initiated by the Contractor, the number of persons involved in each conference call, who participated using a separate phone number or call-in connection, including the interpreter(s), the subject person of the interpretation and all other persons, i.e., all participants except those participating via use of (proximity to) a speakerphone.**
- **The number of calls for which an interpreter was reserved in advance**
- **The number of calls placed “on demand”. i.e., responded to within 45 minutes of a request**

10. AMEND §2.10 AS FOLLOWS:

Delete all of §2.10. and substitute the following

2.10.1 The Offeror shall assign a Contractor Representative. The Offeror can assign the same individual or multiple individuals to serve as the Contractor Representative if the Offeror is proposing for multiple service categories. The Contractor Representative(s) shall be considered “key personnel” for the purposes of the application of section 2.10. 2, below.

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

2.10.2.1 Unless substitution is approved per sections 2.10.2.4. 1-4, key personnel shall be the same personnel proposed in the Contractor’s technical proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor’s technical proposal without the prior written concurrence of the Contract Administrator.

If the Contract is task order based, the following provisions apply to key personnel identified in each task order proposal and agreement.

2.10.2.2 Definitions:

2.10.2.2.1 As used in this section:

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

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

(c) “Extraordinary Personal Circumstance” means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than 15 days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that is injured, sick or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil

proceedings against the individual or a family member; jury duty; military service call-up; etc.

(d) “Incapacitating” means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s technical proposal.

(e) “Sudden” means when the Contractor has less than 30 days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

### 2.10.2.3 Key Staff General Substitution Provisions

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

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

(b) The Contractor shall provide the Contract Administrator with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
- The official resume of the current employee for comparison purposes
- Any required credentials

(c) The Contract Administrator may request additional information concerning the proposed substitution. In addition, the Contract Administrator, and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

(d) The Contract Administrator will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Administrator will not unreasonably withhold approval of a requested key personnel replacement.

### 2.10.2.4 Replacement Circumstances

#### 2.10.2.4.1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in section 2.10.2.3 to the Contract Administrator at least 15 days prior to the intended date of change. Except in a circumstance described in section 2.10.2.4.2, a substitution may not occur

unless and until the Contract Administrator approves the substitution in writing.

#### 2.10.2.4.2. Staff Replacement Due to Vacancy

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

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

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

If any key staff has been absent from his/her job for a period of 10 days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next 20 days to fully resume his/her job duties, before the 25<sup>th</sup> day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under section 2.10.2.3.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Administrator, at the option of the Contract Administrator the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

#### 2.10.2.4.4 Directed Staff Replacement

a. The Contract Administrator may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or agency or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 2.10.2.4.4.b, below. If after such

remediation the Contract Administrator determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the Contract Administrator deems it necessary to remove the offending individual with less than 15 days' notice, the Contract Administrator can direct the removal in a timeframe of less than 15 days, to include immediate removal.

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

b. If deemed appropriate in the discretion of the Contract Administrator, the Contract Administrator shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Administrator within 5 days, as directed in writing by the Contract Administrator.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Administrator will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key staff at issue.

Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

## 11. AMEND §2.11 AS FOLLOWS:

### **Background Checks / Fingerprinting**

2.11.1 Wherein a State Requesting Agency/Entity or the DBM Contract Administrator requires fingerprinting and/or background checks of Contractor personnel (to include subcontractors and interpreting/translation agents) due to a business process, the Contractor shall ensure that all staff, interpreters, and/or translators utilized in the performance of the Contract for that State Agency have passed fingerprinting and/or background checks in the State of Maryland. Any person that does not pass fingerprinting and/or background checks



can not be utilized on the Contract for that Requesting Agency. If after the initial check(s) the person has passed a check, but is later re-checked and does not pass, then that person may not be utilized on the Contract.

**2.11.2 Background checks and fingerprinting will only be required in rare instances for On-site interpretations when required by the Requesting Agency/Entity. All reasonable costs to the Contractor for a prospective interpreter to comply with this requirement may be charged to the Requesting Agency/Entity. Alternatively, the Requesting Agency/Entity may perform the fingerprinting and/or background check itself without charge to the Contractor. In all such occasions the Contractor shall ensure the timely cooperation of all prospective interpreters in providing required information for a background check to be obtained and in providing fingerprints. If travel is required for the interpreter to comply with this section, the Contractor may bill for mileage to and from the approved location at the then prevailing rate of mileage reimbursement for State employees. The procedures described in 2.6.2.5.1 concerning travel reimbursement will also apply to this section 2.11.2. Written and Telephonic interpreters will not be required to receive a background check and fingerprinting.**

**12. AMEND § 3.4.3 AS FOLLOWS:**

**Additional Required Technical Submissions**

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- ~~Non-Disclosure Agreement~~
- Living Wage Affidavit

**13. AMEND § 3.4.4.3.4.1, 3.4.4.3.4.2, and 3.4.4.3.4.3 AS FOLLOWS**

References within the past three (3) years for all Core Languages and dialects as provided in Attachment J(1) - Telephonic References – Core Languages and Non-Core Languages as provided in Attachment K(1), References – Additional Languages/Dialects - Telephonic. **A single reference may be used for more than one language and may overlap with the references required in Section 3.4.4.3.4.**

**14. AMEND § 3.4.13 AS FOLLOWS**

**Subcontractors**

**Except for interpreters working as independent contractors for an Offeror,** Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. (Subcontractors will be evaluated under the appropriate criteria for the service category(s) they will be providing.)

15. ADD § 3.4.14 AS FOLLOWS:

3.4.14 Litigations/ Legal Actions

Describe any litigation and/or government action taken, proposed or pending against your company or any entities of your company during the most recent five (5) years. This information shall include notice whether the Offeror's organization has had its registration and/or certification suspended or revoked in any jurisdiction within the last 5 years, along with an explanation. In addition, provide a Legal Action Summary. This summary must include:

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

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

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

16. ADD §3.4.15 AS FOLLOWS:

3.4.15 Terminated Contracts

The Offeror must provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, within the past five years. Terminated contracts for convenience include contracts with renewal options when an

available option was not exercised by the contracting entity (customer). For any such instance, identify:

- The contracting entity
- The nature of the contract
- The value of the contract
- The intended original term of the contract
- At what stage of the contract it was terminated
- The reason for the termination

A contact person at the contracting entity that can be contacted for verification of the provided information, or for additional information. The contact person information should include the name and title of the contact, along with a phone number and email address

17. AMEND THE ATTACHMENTS LIST TO ADD ATTACHMENT P – LIVING WAGE

18. REPLACE ATTACHMENT A THAT CAME WITH THE RFP WITH THE NEW ATTACHMENT A.

19. REPLACE ATTACHMENT B THAT CAME WITH THE RFP WITH THE NEW ATTACHMENT B

20. REPLACE ATTACHMENT C THAT CAME WITH THE RFP WITH THE NEW ATTACHMENT C.

21 . REPLACE ATTACHMENT D, D1-D5 THAT CAME WITH THE RFP WITH THE NEW ATTACHMENT D, D1-D5.

22. AMEND ATTACHMENT H AS FOLLOWS:

3.2 Were an unbound original and ~~six~~ five copies of the Vol I-Technical Proposal submitted?

3.5 Were an unbound original and ~~six~~ five copies of the Vol II-Financial Proposal submitted?

23. ATTACHMENT M WHICH WAS REFERENCED BUT NOT INCLUDED WITH THE ORIGINAL RFP IS ALSO ATTACHED.

**ATTACHMENTS:** Attachment A  
Attachment B  
Attachment C  
Attachment D, D1-D5  
Attachment M  
Attachment P

Issued and authorized by  
<signed>  
Erin Oliver  
Procurement Officer