



MARTIN O'MALLEY  
Governor

ANTHONY BROWN  
Lieutenant Governor

T. ELOISE FOSTER  
Secretary

DAVID C. ROMANS  
Deputy Secretary

**QUESTIONS AND RESPONSES # 1**  
**PROJECT NO. 050B2400001**  
**Statewide Language Interpretation Services**  
**April 12, 2012**

**Ladies/Gentlemen:**

This List of Questions and Responses #1, questions #1 through #76, is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of Contract requirements which are stated in the following questions of potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require. However, if from a particular vendor question(s) it seems as if the vendor has misinterpreted RFP wording referenced in a question, the State's response typically will point out the misinterpretation as part of the answer to the question.

1.) 2.5.1.1 *In Expedited situations written document translation shall be Continuously Available. Question: does this refer to 24/7, or business day?*

**RESPONSE:** Although this question references RFP section 2.5.1.1, the correct reference should be 2.5.2.1. As stated in Section 1.2.d, Continuously Available is defined as 24-hours per day, 7 days per week and 365 days per year or 366 if a leap year. Since the delivery method for written translations should be email, facsimile or other electronic means, the Contractor should always be available to receive any Expedited written translations.

2.) 2.5.5.1 *Training and Certification / Quality Assurance Procedures: As described in its technical proposal the Contractor shall provide: Written Document Interpreter Training and Certification: Question: We approve each translator through an internal process which is quite extensive and will be fully described in our RFP Response. However, there is not a single external certification process in use for translators in global locations. Will our internal process as described satisfy your requirements?*

**RESPONSE:** Yes, an offeror's described internal approval process for translators should satisfy the RFP's requirements. If not, the offeror will be informed during the RFP cure process, and will be given an opportunity to supplement its proposal in order to meet the RFP's requirements.

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

Tel: (410) 260-7041 • Fax: (410) 974-2585 • Toll Free: 1 (800) 705-3493 • TTY Users: call via Maryland Relay

<http://www.dbm.maryland.gov>

3.) *2.11 Background and fingerprinting: 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. Question: Fingerprinting may be difficult to provide; as our translators are around the globe. We check credentials for our translators. Will this suffice or what will be required?*

**RESPONSE:** Background checks and fingerprinting will only be required in rare instances for On-site interpretations in cases when it is required by the Requesting Agency/Entity. Written and Telephonic interpreters will not be required to receive a background check and fingerprinting. Also see the answer to Question # 11 and Amendment 2 item 11.

4.) *3.4.4.3.4.3 References within the past three (3) years for all Core Languages and dialects as provided in Attachment J(3) - Written Document References – Core Languages and Non-Core Languages as provided in Attachment K(3), References – Additional Languages/Dialects - Written Document. Question: It may be difficult to provide specific references for each of the more than 170 languages and dialects which we translate. Can we provide references that use our services for a similar or wider set of languages?*

**RESPONSE:** As stated on the Attachment J&K Instruction form, no more than 3 references within the past 3 years should be provided for each continuously available core language. As there are 25 (See Amendment 2, item 6 and Amendment 3, item 3) Core Languages listed, Offeror's should provide no greater than 75 references (3\*25) on Attachment J(3). Any additional languages/dialects the Offeror is proposing to provide shall be identified on Attachments K1, K2, and K3 for the respective service category. References may overlap. For example, if you have 3 references that can verify your competency in all 25 languages those 3 references will suffice. See Amendment 2 item 12.

5.) *3.4.13 Subcontractors: Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. Question: We use approximately 5,000 translators globally, on a freelance or subcontracting basis. Our business practice is to maintain confidentiality of our supply chain. Is there an absolute necessity to provide identification of our resources?*

**RESPONSE:** See Amendment 2, item 14 for a revision to this clause excluding interpreters who are independent contractors, hence which may be considered to be subcontractors. Also note that per Amendment 2, Item 7 a new section 2.5.1.1.1 is being added for written document translation that essentially states that without special permission from the Contract Administrator, translators must be knowledgeable of the American dialect of English and U.S. domestic culture.

6.) *A project management team will be assigned upon being awarded the contract. At this time we are not able to assign team members. Who shall be listed?*

**RESPONSE:** If this question is in reference to the Contract Representative, as stated in section 2.10, offerors must include the resume of a proposed Contract Representative for the State to evaluate.

7.)

<b>[E] Estimated Quantity of Words per Page</b>	205,000	90,000	25,000
---	---------	--------	--------

*Pricing sheet questions:*

a. *Can we assume you mean total words here (above) and on similar lines?*

**RESPONSE:** Yes

b. *Is each number per language, i.e. 205,000 words per each core language; etc.?*

**RESPONSE:** No. This is a model of assumed total usage without regard to how many or which languages actually need translated.

c. *How many of the core languages will you be actually translating at this volume?*

**RESPONSE:** See Responses to a & b above of this question 7

d. *Same with None-core languages; is it 90,000 per language; and 25,000 per language?*

**RESPONSE:** See Responses to a & b above of this question 7

e. *Because of the variance in what we have to pay for each language; it can be beneficial to our customers for us to price each language individually. As for instance, Spanish and Chinese may cost us less than half of other languages. Would you be interested in individual language pricing? \*

**RESPONSE:** No, individual language pricing is not permitted. The actual usage per language has been provided in Attachment L(3). This should serve as a guide in quoting a price that is sufficient on a blended basis.

8.) *1.32 Liquidated Damages:*

a. *How frequent are liquidated damages imposed under the current contract?*

**RESPONSE:** We have no record of this information.

*b. If there is only one telephonic interpretation company awarded a contract, how is the amount of liquidated damages calculated if the Requesting Agency/Entity uses another vendor? Would that be a pre-existing backup vendor or open market purchase? How is this enforced/tracked?*

**RESPONSE:** As stated in 1.32, liquidated damages will be assessed if the Telephonic Contractor is unable to provide interpretation services within 45 minutes of the requesting agency/entity's sending of the request. The amount of liquidated damages is the difference between the Contractor's price and the rate of another interpretation company. Since there is no secondary contractor for telephonic interpretation, the interpretation company may be any company located by the Requesting Agency/Entity. Liquidated damages do not apply to Non-Core Languages.

9.) 2.3.1.2.1. *The conference calling system/services...*

*Questions:*

*a. Is this a conference bridge that participants dial in to, with access codes that participants use to gain access, or simply a conference call where individuals are added to the line by conferencing in additional participants via the phone's "conference" feature?*

**RESPONSE:** The requirements of RFP Section 2.3.1.2.1 only pertains to conference calls initiated by the Contractor. Accordingly, either type of conference call may be required. See Amendment 2, item 9 for additional reporting requirements for types of conference calls.

*b. This section notes a minimum of 5 parties on the line. What is the nature of these conference calls? Do they involve more than one interpreter?*

**RESPONSE:** The natures of these calls are unknown. Conference calls rarely involve more than one (1) interpreter.

10.) 2.7.3 *Reports for Customer Complaints: "First and Last Name of Person Being Interpreted"*

*a. is this the Limited English Proficient person?*

**RESPONSE:** Yes

*b. Is this information always captured?*

**RESPONSE:** Yes

*c. Is this person protected by confidentiality guarantees?*

**RESPONSE:** In the context of a customer complaint, the name of the Limited English Proficient person will be kept confidential, limited to those parties privy to such information pursuant to RFP Section 2.7.3.

*11.) 2.11 Background Checks/Fingerprinting: Will the state accept proof of background screening and fingerprinting performed by accredited third parties, including the Department of Homeland Security? We perform this step on thousands of interpreters, so the logistics involved are substantial and costly.*

**RESPONSE:** As stated in the Response to Question #3, background checks and fingerprinting are requirements that will only be required for some On-site interpretations in cases where it is required by the Requesting Agency/Entity. Written and Telephonic interpreters will not be required to receive background checks and fingerprinting. However, if it is required for an On-Site interpreter to receive a background check or fingerprinting, some agencies, i.e. Department of Public Safety and Correctional Services, require their own separate fingerprinting and background checks instead of checks conducted by any other third party. In these instances the Contractor must provide limited personal information about the interpreter such as social security number and date of birth. The prospective interpreter must also appear at an approved fingerprinting location, including locations provided by the requesting agency, to be fingerprinted. The Contractor must then wait until notified by the requesting agency that the interpreter has been approved for on-site use before dispatching the interpreter to any assignment. As per Amendment 2 item 11, the Contractor may bill for the time for an interpreter to travel to an approved location to be fingerprinted.

*12.) 3.4.5.1.4.E. “That it will not charge any fee for the non-usage of services for any Requesting Agency or Requesting Entity.” What about the case where a Requesting Agency/Entity schedule an interpreter appointment and then do not show up, resulting in an interpreter being taken offline for the appointment that does not occur?*

**RESPONSE:** Section 3.4.5.1.4.E specifically bars a practice by some interpreter/translation firms to bill a flat monthly minimum fee to every established customer regardless whether that customer requires any interpretation/translation services during the month. i.e., simply being registered as a potential user of this contract the agency/entity is charged a fee to be retained in the Contractor’s customer database.

Nonetheless, in answer to the situation posed in the question, as stated in Section 2.6.2.9, for any request for Routine or Expedited On-site interpretation that is cancelled with less than 24 hour notice to the Contractor, the Requesting Agency/Entity shall be required to pay the Contractor the two (2) hour minimum billable time.

*13.) 4.2.1 Criteria: What is the weight each of these categories has on the overall evaluation?*

**RESPONSE:** The individual evaluation criteria are not assigned “weights,” “points,” or “percentages.” However, as stated in RFP Section 4.2, the evaluation criteria are listed in “descending order of importance.”

14.) *Attachment J and K—Core/Non-Core Language References: Is it correct that the State requests up to three references for the 29 core languages, for a total of up to 87 references?*

**RESPONSE:** See Response to Question #4.

15.) *General Questions:*

a. *Does a contractor need to disclose any material litigation they are currently involved in?*

**RESPONSE:** Yes. See Amendment 2, item 15 adding a requirement to disclose litigation.

b. *Can the State of Maryland utilize a contractor that does not pay appropriate Federal Taxes, FICA or Social Security benefits for any or all of its interpreters?*

**RESPONSE:** Yes, if the Offeror exclusively provides interpreters/translators who are properly considered to be independent contractors. If the Offeror provides a mix of employees and independent contractors the Offeror must pay all required taxes, etc. for those who are employees. The nature of the Offeror’s business arrangements with its interpreters/translators must be described in its technical proposal response and will be considered as part of the experience and capabilities evaluation criterion. See Sections 3.2.5, 3.2.11 and 4.2.2.4.

c. *Who are MD's current OPI, Document Translation and Onsite providers at what are their respective rates/charges?*

**RESPONSE:** CTS (Telephonic), Lionbridge (On-site) & Schreiber (Written). The rates charged by each of these firms are considered by these firms to be confidential in that these firms could be competitively harmed by the disclosure of these rates. Under §10-617 (d) of the State Government Article of the Annotated Code of Maryland disclosure of such confidential information may properly be denied. **See link to current State Contracts:** <http://dbm.maryland.gov/contractors/contractlibrary/Pages/ForeignLanguage.aspx>

d. *Does Maryland consider independent contractor interpreters and sub-contractor interpreters to be the same for purposes of worker classification? If not, please describe difference.*

**RESPONSE:** If an interpreter/translator is an independent contractor and not an employee of the Offeror, for the purposes of this contract the interpreter/translator would be a subcontractor to the offeror. Accordingly, for the purposes of this contract there is no distinction between an interpreter/translator that is an independent contractor and a subcontractor.

*e. Must respondents list, or otherwise be prohibited from responding, where they've been suspended or terminated from government contracts over the past 3 years?*

**RESPONSE:** Offerors are directed to sections C, D, E, and F of the Bid/Proposal Affidavit (Attachment B) in which they are required to either affirm that they have not been debarred from contracting with any government, or provide full information of why they cannot make such an affirmation. If an offeror has been debarred by any governmental entity, the Procurement Officer will review the information provided on the Bid/Proposal Affidavit and determine whether the offeror must also be debarred from receiving a contract award in Maryland, or otherwise should be determined not to be responsible. (See COMAR [see 1.2c] 21.08.02.01 (A)).

As a response to Amendment 2 item 16, disclosure must be made of all early terminated contracts and any contracts where an option was available but not used/exercised, with a full explanation why these contracts were terminated or why an option was not used.

*16.) 2.3.7 Training and Certification/Quality Assurance Procedures*

*The bid requires the contractor to develop and provide training on a number of subjects to develop the proficiency of interpreters. This requires a degree of control which a contractor may lawfully exercise over employee interpreters. Are contractors that utilize "contract interpreters," rather than employee interpreters, required to demonstrate their ability to test, train, evaluate and certify the proficiency of interpreters, despite the limits on the degree of control they may lawfully exercise over such interpreters?*

**RESPONSE:** Section 2.3.7 is quoted as follows:

Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. Telephonic Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

All that this section requires is that the Contractor for telephonic interpretation is to provide whatever training that it has described in its technical proposal in response to section 3.4.5.1.5 Interpreter Training / Certification. As per this section offerors are to describe:

- A. The procedures contained within the Contractor's interpreter procedures manual. This shall describe in overall detail all procedural steps required to be followed by the telephone interpreter.
- B. Ensuring adequate training for telephonic interpreters, with specific reference to emergency situations involving threats to life and property. (Provide the nature and frequency of training).

17.) *Section 1.1 The MBE participation goal is stated here as 10% for Category II – Onsite Interpretation. However, in Attachment D it is stated as 15% for each category. Which is correct?*

**RESPONSE:** The correct MBE goal for Category II- On-site Interpretation is 10%. All conflicting goals have been corrected in Amendment 2, items 5 and 21.

18.) *Section 1.1 Do MBE percentage goals reflect a percentage of total contract revenue paid to the MBE (so for example if the total contract revenue is \$100,000, the MBE must receive \$15,000 in payment from the contractor) or a percentage of total contract work, paid at its subcontract rate, performed by the MBE (for example, the MBE performs 15% of total assignments but is paid at their subcontractor rate)?*

**Response:** The MBE goal is a percentage of the total contract value and not a percentage of the total contract work performed by the MBE.

19.) *Section 1.11 Will the State consider accepting alternate combined pricing for multiple services, which may result in lower overall cost to the State? If so, in which proposal volume should the alternate pricing be included?*

**RESPONSE:** The soon to be issued Amendment 4 will contain an updated price form and instructions that allow offerors to quote a percentage discount if they are awarded contracts for more than one category of service.

20.) *Section 1.15 How will the Offeror comply with this Section if confidential, proprietary commercial information is contained throughout the proposal? May the Offeror include, before the Table of Contents, a list of such information and its location within the proposal?*

**RESPONSE:** Yes, a list of all information that is claimed to be confidential may be placed before the Table of Contents. However, in addition to such a list the offeror must also provide the reason why each identified section is considered to be confidential. Please see RFP Section 3.4.4.1: *Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.*

21.) *Section 2.3.1.2 The State has stipulated that the contractor provide conference-calling services.*

- a. *Does the State have any data that shows the # of calls that require the vendor to conference in other parties in relation to the total call volume?*



**RESPONSE:** No, the State does not currently have any data showing the number of conference calls that require the vendor to conference in other parties in relation to the total call volume, nor can the State provide data as to the frequency of conference calls that continue without the service of the interpreter. See Amendment 2, item 9 for revisions to the RFP reporting requirements to collect this information in the future.

*b. Do the conference calls typically continue at some point without the service of the interpreter?*

**RESPONSE:** *The requested information has not previously been collected. Also, see the answer to part a of this question, and part a of question 30.*

*c. If so, can the state provide any data on the frequency of this occurrence?*

**RESPONSE:** *See the answer to part b of this question.*

22.) *Section 2.3.1.5 We understand that the state would like the ability to both reserve a telephonic interpreter, if the agency is aware of the need more than 45 minutes in advance, and call on an on-demand basis. Does the state have any data showing the # of telephonic interpretation calls requested in advance vs. the # of calls placed on demand?*

**RESPONSE:** No, the State does not currently have any data showing the number of telephonic interpretation calls requested in advance versus the number of calls placed on demand. See Amendment 2, item 9 for revisions to the RFP reporting requirements to collect this information in the future.

23.) *Section 2.4.6.1 This section states that “the Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.”*

*a. How does the state determine/verify which representatives are authorized to request services?*

**RESPONSE:** The Contract Administrator will verify that an individual who purports to be an authorized representative of a State agency is exactly that, authorized to make requests on behalf of that State agency.

*b. Is there a method in place for a Contractor to ensure that requestors are authorized to procure services on behalf of an agency/entity?*

**RESPONSE:** Each State Agency is responsible for providing a list of authorized requestors to the Contractors and the Contract Administrator upon award of the Contracts. This list may not be all inclusive as several agencies have individuals that work in the field and need these services; however, a point of contact for the State Agency will be provided.

- c. *Will the State provide collections assistance to the Contractor in the event that a person represents himself or herself as authorized and the agency subsequently denies that authorization exists?*

**RESPONSE:** This situation has not been an issue on the current Contract. The State Agencies pay their invoices. However, if a Contractor is having issues with a State Agency paying its invoices, the Contract Administrator will provide assistance in confirming the invoice is proper, accurate and should be paid promptly.

- 24.) *Section 2.5.1.1 In order for us to get an idea of the complexity of documents to be translated, please provide more details on the nature of the source content. Please provide sample documents that would be indicative of the final content requiring translation, so that we may estimate production requirements such as DTP and engineering.*

**RESPONSE:** Generally, written documents needing translation can be translated using commonly available editable word processing software such as MS Word. If this is not the case for a particular written translation need, this need would have to be fulfilled through other than the use of this contract, since Desk Top Publishing and engineering are beyond the scope of this procurement.

- 25.) *Section 2.5.1.1 For content that is not in editable word processing formats like MS Word, must the contractor recreate the formatting as it appears in the source documents, or provide translations in plain text without recreating source formatting?*

**RESPONSE:** Plain text is acceptable for non-editable documents received by the Written Translation Contractor, without the need for recreating the formatting.

- 26.) *Section 2.5.1.1 Please provide estimates or historical information on the percentage of content that is submitted in editable electronic formats vs. uneditable formats like PDFs or physical paper submissions.*

**RESPONSE:** While specific information of this nature is not available it is believed that the vast majority of assignments will be in editable electronic format.

- 27.) *Section 2.5.1.1 Is the source language always U.S. English?*

**RESPONSE:** No, the source language is not always U.S. English.

- 28.) *Section 2.6 What process does the State have in place to verify the correct billing/contact address for Requesting Agencies or Requesting Entities?*

**RESPONSE:** The list referenced in answer to Question #23(b) will contain billing/contact addresses.

- 29.) *Section 2.6 What recourse does the contractor have in billing disputes and collection of delinquent payments from individual agencies? Given the very large number of ordering*

*entities allowed, what role does the State have in ensuring that the contractor receives payment?*

**RESPONSE:** This has not been an issue on the current contract. If there are billing or payment disputes, the Contract Administrator will get involved to assist in resolving any such issues. See the response to Question #23(c).

30.) *Section 2.6.1.3 The RFP states that the contractor may not bill for conference call time beyond that time where an interpreter is used. However, providers may incur additional charges for conference calling after the interpreter disconnects.*

a. *Does the state intend for the contractor to absorb these costs at no charge to the State?*

**RESPONSE:** A Contractor may bill five (5) cents per minute if a conference call initiated by the Contractor must continue once the interpreter is no longer involved. See Amendment 2, item 8.

b. *Can you please provide statistics on how often conference calls continue beyond the time that the interpreter works and for how long?*

**RESPONSE:** The requested information has not previously been collected. See the answer to part a of this question, and the answers to Question #21.

31.) *Section 2.6.5 The invoicing process described here involves sending individual invoices to hundreds of different requesting agencies/entities and, in many cases, pursuing collections for delinquent accounts. Contractors must include costs for this labor-intensive aspect of contract administration in their offer price. Will the State consider a consolidated billing approach, to help keep costs low and reduce the burden on Contractors?*

**RESPONSE:** No. Although this is a somewhat burdensome requirement for a contractor, contractors are much better equipped to provide billing to many different entities than DBM. Even though a vendor will have to build in a cost to comply with this de-centralized billing requirement, this will still represent a lower cost to the State than if DBM tried to do such billing itself.

32.) *Section 2.7.2.1 This section specifies that the State would like to see “the phone number calling to and from”? Please clarify — is this different from the originating number already requested as part of the report?*

**RESPONSE:** See Amendment 2, item 9 for a revision to the identified reporting requirement deleting the originating number reporting requirement.

33.) *Section 2.7.2.1 Please clarify the meaning of a blocked call as intended in the requirement to show “number of blocked calls.”*

**RESPONSE:** If the Contractor is provided with a number to make a call and this number is rejected or blocked, this number should be documented in a report.

34.) *Section 2.11 Does the State anticipate that some ordering agencies/entities will require fingerprinting or background checks for interpreters? If so, can you please provide a list of those agencies? Who is responsible for the additional cost of fingerprinting and background checks?*

**RESPONSE:** Yes. The Department of Public Safety and Correctional Services and the Department of Juvenile Services may require fingerprinting and background checks. See the answer to Question # 11.

35.) *Section 3.3 If an Offeror will submit proposals for all three service types, may all Technical Proposals (Volume I) be boxed together and submitted separately from all Financial Proposals, also boxed together? Or should each service type be sealed separately?*

**RESPONSE:** Yes, all technical proposals submitted may be submitted in the same box(es) and do not need to be submitted in separate boxes for each category. Please make sure that each proposal is identified as either Technical or Financial and also states to which category that proposal is being submitted. Technical and Financial proposals should be boxed separately.

36.) *Section 3.4.4 May the unbound original volumes of the proposal be inserted into a three-ring binder?*

**RESPONSE:** No, this volume should not be hole-punched. This volume should be placed intact in an envelope or folder, possibly held together by a rubber band, clip or similar manner which does not mar or deface the pages of this volume. Also see the answer to Question #49.

37.) *Section 3.4.4.3.4 Are the references described for this Section the same as those to be included in the forms at Attachment J/K?*

**RESPONSE:** You may combine these two requests for references. Also see the answer to Question #4.

38.) *Section 3.4.10 Must all these items in this list be included in the proposal or may the Offeror elect to include sufficient information to demonstrate financial capacity?*

**RESPONSE:** All of these items are not needed to demonstrate financial capacity. The items listed are examples of items that could be offered to prove financial capacity.

39.) *Section 4.3 Will the award be made on the basis of this financial ranking, or may a best value selection be made of an Offeror with a higher price but a more technically advantageous offer? This section seems to be inconsistent with Section 4.5.3, which states that technical factors will have equal weight to price factors.*

**RESPONSE:** Section 4.3 exclusively deals with how financial offers will be ranked. As per this section all financial offers will be ranked in order of the offers, from lowest to highest offer. i.e., \$1; \$2, \$3, etc. Conversely, section 4.5.3 deals with how the financial rankings will be combined with the technical rankings to determine the overall most advantageous (best value) offerors. Accordingly, there is no inconsistency between these 2 sections.

40.) *Attachment L Please provide the average duration of a call or the total number of minutes of service used during the period referenced in Attachment L(1)?*

**RESPONSE:** The State does not currently have any data showing the duration of a call or the total number of minutes of service used during the period referenced in Attachment L(1).

41.) *Attachment L Please provide average number of words per request, so that we may get an idea of the average size of each project.*

**RESPONSE:** This information is unknown.

42.) *Attachment J/K Please clarify/confirm these languages for translation purposes: French = French from France ; Spanish = Latin American – Spanish, Portuguese = Brazilian Portuguese.*

**RESPONSE:** Yes, it is confirmed that French = French from France; Spanish = Latin American – Spanish, and Portuguese = Brazilian Portuguese. See Amendment 2 item 6 for an update of Core Languages.

43.) *Attachment J/K May references cover multiple languages and both core and additional languages? For example, if an Offeror has three references, each of which covers all core languages, are only those three references required for core languages? May the Offeror use the same references for core and additional languages, if for example they are all covered in a large contract?*

**RESPONSE:** See the answers to Question #4.

44.) *Price Form Will the State consider accepting per-word rates and a separate hourly rate for services beyond translation, such as desktop publishing and engineering? This would allow Offerors to keep per-word rates lower for such projects that do not require these additional services.*

**RESPONSE:** Per the answer to Question #24, desktop publishing and engineering will not be requested under this contract.

45.) *(Section 2.2, pages 16-17) Can you please clarify the difference between “Chin” and “Hahka Chin,” “Farsi/Iranian” and “Farsi/Persian,” and “French Creole” and “Haitian Creole” (we believe these to be the same language)? Also, the more appropriate designation for “Farsi/Afghani” should be “Dari”. Finally, it is our assertion that “Hahka Chin/Chin” is predominantly a spoken language, and we have yet to see a single request for written translation from any of our Maryland agency clients from 2007-2012 (YTD); therefore, will this truly be a required “Core” language for written translation services?*

**RESPONSE:** See Amendment 2, item 6 and Amendment 3, item 3 for an update to the Core Languages

46.) (Section 3.4.5.3.5, page 46) Does the offeror's entire "interpreter procedures manual" need to be submitted with proposals, or only a description/summary of the content contained therein in the aforementioned section of proposal submission guidelines?

**RESPONSE:** Only a summary of the interpreter's procedure manual is needed.

47.) (Attachment P, pages 123-126) Does the "Living Wage Requirements" attachment need to be completed and submitted with the proposal, or only after contract award?

**RESPONSE:** The Living Wage Affidavit needs to be submitted with the Offeror's proposals.  
See 3.4.3

48.) What has been the biggest challenge in working with your current and/or previous vendors for each of the service categories?

**RESPONSE:** We decline to discuss any issues with any vendors.

49.) On p 4, Section 1.4 as well p 38, section 3.2, the proposal states that our response should contain 1 unbound original and 5 bound copies. Please clarify what is meant by bound.

**RESPONSE:** The pages of an unbound hardcopy proposal are free of holes and staples ensuring the ease and accessibility of the Procurement Officer to reproduce/copy a specific page or series of pages, as necessary, for evaluation purposes. Conversely, the pages of a bound hardcopy proposal cannot be as easily removed for copying purposes.

A hardcopy proposal submitted in a binder/notebook is considered a bound proposal, as are proposals with glued or spiral spines. See Amendment 2, item 3 for a revision to the referenced section and requirements. Also see the answer to Question #36.

50.) In relation to #1, in Attachment H (Procurement Officer's Checklist), items 3.2 and 3.5 state that we should have 1 unbound original and 6 copies. Please clarify.

**RESPONSE:** As per Amendment 2, item 22, 5 copies is correct.

51.) Regarding references on p 40-41 and Attachment L, there are 49 languages listed for written document translations. Please clarify that you want 3 x 49 references for a total of 147 references.

**RESPONSE:** See the answer to Question #4

52.) For the languages listed in Attachment L, on p 116-7, some are bold, some are not.  
a. Please clarify the significance between bold/unbolded languages; are bold languages those that are core languages while those that are unbolded indicate they are non-core languages?

**RESPONSE:** Yes, the bolded languages are core languages

- b. *Also, please clarify which non-core languages are meant to be continuously available and those that are not.*

**RESPONSE:** Each offeror needs to submit at least ten (10) Non-Core languages of its choosing that it will offer to the State as continuously available. See sections 3.4.5.1.1 (A), 3.4.5.2.1 (A), and 3.4.5.3.1 (A).

- 53.) *Please verify that Attachments B and D require the signature of a notary public.*

**RESPONSE:** Neither form requires the signature of a notary.

- 54.) *Is the solicitation open to out of state vendors?*

**RESPONSE:** Yes, we encourage vendors from all states to respond to this solicitation.

- 55.) *Is Maryland an “Open Records State?” If so, can we receive current pricing for document translation & Over-The Phone (OPI) interpreter services?*

**RESPONSE:** As per the answer to Question #15(c), whereas there is an Access to Public Records provision in Maryland law, confidential information such as Contractor unit prices do not have to be disclosed.

- 56.) *May we submit a bid just for document translation services only?*

**RESPONSE:** Yes, you may submit a proposal for just written translations.

- 57.) *Question: We have a total of 20 individuals (1099 Independent Contractors) interpreters that reside in the state of Maryland. Many are minorities. Will this qualify toward our 15% MBE requirement for telephonic interpreting?*

**RESPONSE:** Yes, for any individuals that are Maryland Certified MBEs. In order to satisfy the MBE requirements of this RFP, you must use Maryland Certified MBEs, certified as such by the Maryland Department of Transportation. A current directory of Maryland Certified MBEs is available through the Maryland Department of Transportation website. [www.e-mdot.com](http://www.e-mdot.com)  
Also, see the answers to Questions #17 and #18.

- 58.) *We understand all interpreter aided telephone calls include the interpreter, the MD state employee and the Limited English Proficient person (LEP). What percentage of these calls have additional persons over and above these 3? What percentage of calls have 5 additional persons (a possibility referenced in the RFP)?*

**RESPONSE:** We have no information that is responsive to these questions. See also the answers to questions 21 and 30.

- 59.) *Is “1 day” 24 hours?*

**RESPONSE:** Yes. See Amendment 2, item 2

60.) *Is “1 week” 7 days?*

**RESPONSE:** Yes. See Amendment 2, item 2

61.) *The RFP asks for deliveries to be single spaced, then say double spaced. Which is it?  
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, 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.*

**RESPONSE:** Per Amendment 2, item 7, the single spaced wording has been changed to double spaced.

62.) *In reference to “repeat word discount” it is not on the financial proposal and we are unable alternate it. Please advise if there will be a amendment of the pricing sheet.*

**RESPONSE:** Per section 3.4.5.3.8(A) offerors are to describe any discounting they wish to offer. Section 3.4.5.3.8(A) is part of the required information in Offerors’ technical proposals. There is no way to accommodate the range of possibilities in which offerors could offer discounts in any type of objective manner on the price form. Since all aspects of the financial proposal must be objective, in the absence of an objective means to reflect such discounting it is considered under the technical proposal which involves subjective evaluation. All other factors being equal, an offeror proposing pricing discounts will receive more consideration (higher ranking) than an offeror that does not offer any discounts, or which offers less valuable discounts. See 4.2.2.3 (6) which indicates discounted pricing will be considered as a technical factor during the evaluation.

63.) *Please advise the name and rates of the current vendor who provides written translation services.*

**RESPONSE:** See the answer to Question # 15(c) (Schreiber)

64.) *Please advise the estimated assignment volume for translation services.*

**RESPONSE:** The best information on projected written translation can be obtained by referring to Attachment L3 for historical written document translation information.

65.) *Please provide the lead time provided for assignment completion.*

**RESPONSE:** Sections 3.5.2.2 and 3.5.2.3 provide the lead time afforded for written document translation completion.

66.) *Please advise the average length in word count for each document.*



**RESPONSE:** This information isn't known.

67.) *Please advise if vendors may require a minimum charge for assignments.*

**RESPONSE:** No, offerors may not require a minimum charge per written document assignment.

68.) *How many projects needing desk top publishing over the past 12 months?*

**RESPONSE:** None. See the answers to Question #24

69.) *Please clarify the Core languages.*

**RESPONSE:** See Amendment 2, item 6 and Amendment 3, item 3.

70.) *How do you define one (1) day? Is it 24 hours, from receipt to delivery?*

**RESPONSE:** See Question #59 and Amendment 2, item 2 which provides this clarification.

71.) *How do you define one week? Is it five business days, or seven days or how?*

**RESPONSE:** One week is 7 calendars days. See Question #60 and Amendment 2, item 2 which provides this clarification.

72.) *What are the requirements for Background Checks/Fingerprinting? Is this only required for on-site interpreters? Does it apply to contractors who translate off-site written translations? Is it a criminal background checks, and on what basis would a person be disqualified from working on this contract?*

**RESPONSE:** See the response to Question #4.

73.) *Do the Point-To-Your-Language cards only apply to on-site interpretation vs written translation services?*

**RESPONSE:** Yes, they only apply to on-site interpretations.

74.) *In section 3.4.4.3.4.1 – is this essentially stating that if we haven't supported a language in the past 3 years, we need to prove that we have a resource available? In other words, if we can prove that we've processed calls for all the languages we support, we can state as such in this section?*

**RESPONSE:** Yes.

75.) *What are the locations for the state-wide on-site interpretation? There was a thorough breakdown of locations for telephonic, but we were wondering if there were specific regions, cities, counties, or facilities that use on-site interpretation.*

**RESPONSE:** See Attachment L(2)

76.) *This question may be addressed with the summary of the pre-proposal meeting, but what are the typically circumstances where a waiver for MBE subcontracting is given? The issue we're running into right now with the Telephonic portion is that our service delivery model is different from all available MBE subcontractors.*

**RESPONSE:** COMAR 12.11.03.11B reports that a waiver may be granted only upon a reasonable demonstration by the offeror that certified MBE subcontract participation was unable to be obtained prior to the proposal submission. In order to qualify for this waiver, the offeror needs a documented explanation of the good faith effort it exerted prior to proposal submission to obtain MBE participation. i.e., what subcontractors were contacted, how many subcontractors were contacted and why they were unable to accommodate the MBE requirement.

If a waiver is requested the Department will review the submitted documentation and decide if it is sufficient to justify granting the waiver. However, if the determination is that the submitted documentation does not justify granting a waiver the offeror will be rejected for the failure to make a good faith effort to satisfy the MBE goal.