



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #2 to
Request for Proposals (RFP)
Visual Communication Services RFP
Project No. 050B3400001
October 25, 2012**

Ladies and Gentlemen:

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. 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 strikeout (ex. ~~language deleted~~).

1. Revise RFP § 1.1.2, Summary Statement:

An Offeror shall be able to provide interpretive services and meet all of the requirements requested in this solicitation in the category for which it is proposing. Optional Services which may be requested for Category I include Oral Transliteration, Cued Speech Transliteration, ~~SEE I~~ **SEE1** and ~~SEE II~~ **SEE2**, Tactile Services, and Certified Deaf Interpretation (CDI). Optional services which may be requested for Category III including but are not limited to Oral Transliteration, Cued Speech Transliteration, ~~SEEI~~ **SEE1** and ~~SEEH~~ **SEE2**, and Certified Deaf Interpretation (CDI). Due to the infrequent need for interpreters/translators for these Optional Services, Offerors will be evaluated in the technical ranking, but not excluded from proposing for these two (2) Categories if the Offeror does not offer the optional services (See RFP § 2.3 and § 2.5). The same Offeror may be awarded a Contract for one (1), two (2), three (3), or all four (4) Categories.

2. Revise RFP § 1.2 c., cc., and u. Abbreviation and Definitions:

c. Base of Operations – Location from which an interpreter will be traveling to reach a destination of on-site language translation, e.g., the interpreter's home, **or** business, ~~or prior interpreting Assignment.~~

cc. Non-Routine Travel- Travel to the location of an on-site assignment beyond the thirty (30)-mile radius of the Base of Operations for which the Contractor will be reimbursed mileage (see RFP § 2.7, ~~2 (8) A3~~ **2 (8) A3**). The first thirty (30) miles of Non-Routine travel conducted by automobile will be treated as Routine Travel and, as described in this definition, will not be reimbursed.

~Effective Resource Management~

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u. **Go Live Date-** ~~†The date when the e~~ Contractor must begin providing services required by this RFP and receives compensation for any start-up activities are excluded from compensation and are prior to the Go Live Date.- Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal

3. Revise KEY INFORMATION SHEET, and RFP § 1.5 Proposals Due (closing) Date: Closing Date and Time: ~~(Tuesday), October 30,~~ (Wednesday) November 14, 2012 at 2:00PM (Local Time).

4. Revise RFP § 1.7.2, Contract Duration:

As of ~~February~~ March 1, 2013, or later date as contained in a Notice to Proceed issued by the Procurement Officer [the “Go Live Date” See Section 1.2 (u)] the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

5. Revise RFP § 2.3B, Service Category I: On-Site Visual Language Interpretation:

Optional services may be requested for Oral Transliteration, Cued Speech Transliteration, ~~SEE I~~ SEE1 and ~~SEE II~~ SEE2, Tactile Services, and interpretation provided by a Certified Deaf Interpreter (CDI). The amount that the State will pay for Optional Services is listed on the Attachment D Financial Proposal Form as an add-on price (prices in addition to the Offeror’s standard rate). Contractors shall provide any Optional Service they have been approved by the Contract Administrator to provide at the rate that results from adding the add-on amount in line 3 to their listed per hour rate. For example, if a Contractor’s standard hourly rate is \$50, and the add-on amount for Optional Services is \$10, the Contractor may bill \$60 per hour for the provision of the Optional Service.

Although an Offeror will receive appropriate consideration if it identifies the capability to provide one or more Optional Services in its technical proposals (See §3.4.19 and §4.2ii), after Contract award a Contractor can advise the Contract Administrator that it has gained the capability to provide one or more Optional Services, or Optional Services in addition to what was described in its Technical Proposal. Upon written confirmation from the Contract Administrator a Contractor may then add such Optional Services to its list of available services to be billed at the rate set forth on the Attachment D Financial Proposal Form.

6. Revise Section 2.5D, Service Category III: Video Remote Interpretation (VRI):

Optional services as described in 1.1.2 may be requested for Oral Transliteration, Cued Speech Transliteration, ~~SEE I~~ SEE1 and ~~SEE II~~ SEE2, and CDI. The amount that the State will pay for Optional Services is listed on the Attachment D Financial Proposal Form as an add-on price (prices in addition to the Offeror’s standard rate). Offerors shall provide any Optional Service they have been approved by the Contract Administrator to provide at the rate that results from adding the add-on amount identified in line 3 to their listed per minute rate. For Example if a Contractor’s standard per minute rate is

\$3.00 per minute, and the add-on amount for Optional Services is \$.25, the Contractor may bill \$3.25 per minute for the provision of the Optional Service.

Although an Offeror will receive appropriate consideration if it identifies the capability to provide one or more Optional Services in its technical proposals (See §3.4.19 and §4.2ii), after Contract award any Contractor can advise the Contract Administrator that it has gained the capability to provide one or more Optional Services, or Optional Services in addition to what was described in its Technical Proposal. Upon written confirmation from the Contract Administrator, a Contractor may then add such Optional Services to its list of available services to be billed at the rate set forth on the Attachment D Financial Proposal Form.

7. Add to RFP § 2.7.2 Rates for Service Category (ies) I and II;

6. If at any time by agreement of all parties the decision is made to begin an Assignment prior to the assigned start time (See §2.2 (C)(iv), the Assignment shall begin and the On-Site Requester shall document this deviation in start time on the On-Site Interpreter Sheet.

7. In the event an Assignment occurs during Non-Standard Hours and during either a Holiday, or as an Expedited or Emergency request, the billable rate shall be two and one half (2 - 1/2) times the Standard rate. At no time will the Contractor be paid more than two and one half (2 - 1/2) times its standard rate plus any Optional Service add-on fee, if applicable as prescribed by Attachment D Financial Proposal Form..

8. In the event an interpreter/translator travels beyond the thirty (30) mile radius and the Non-Routine Travel mileage reimbursement applies, there shall be a maximum mileage reimbursement in the amount of fifty (50) miles for a one-way trip or one hundred (100) miles for a round-trip to the Assignment.

Example: An interpreter who travels ninety (90) miles one way from his/her Base of Operation to an Assignment would subtract thirty (30) Routine Travel miles which would result in sixty (60) Non-routine Travel miles. Fifty (50) of the sixty (60) Non-routine miles could be billed under this section 8.

9. Non-Routine Travel. For Non-Routine Travel, the Contractor may bill for mileage at the State per mile rate published at:

<http://dbm.maryland.gov/agencies/Documents/FleetManagementServices/POVReimburseRates.pdf>, as amended from time to time.

10. Interpreter Addresses- No less than ten (10) days prior to Contract Commencement, the Contractor shall provide a list with the names and home and/or business addresses of its available interpreters to identify the Base of Operation for each interpreter (the "List"). The List will be used for verification of mileage charges and appropriateness of the on-site interpreter Assignments. All names and addresses will be kept as confidential information. Within five (5) business days of the end of each Contract year quarter, the Contractor shall submit an updated List to the Contract Administrator. If an interpreter receives an Assignment and the information provided for that interpreter on the List is not current or the interpreter is not on the List, the Contractor shall provide the

current name and address for that interpreter to the Contract Administrator within one (1) business day of when the interpreter provided services.

8. Revise RFP § 2.7.4 5 (A) 2 and 2 (b), Services Categories I and II (On-Site Services Only):

2. ~~Due to extenuating circumstances,~~ **When** the Requesting Agency/Entity ~~may find~~s it necessary to cancel the services of a Contractor that has already provided email confirmation to an Assignment. ~~In these circumstances,~~ the following procedures and pricing shall prevail:

a. For over forty-eight (48) hours notice of written cancellation, no cancellation fee will apply.

b. For up to and including forty-eight (48) hours prior to the Assignment scheduled start date and time, upon written notice **or a verbal notice with a written follow-up notice within three (3) business days of the verbal** notice to the Contractor, the Requesting Agency/Entity may cancel. The Requesting Agency/Entity will pay a cancellation fee to the Contractor. **If an Assignment is cancelled after the interpreter arrives on-site, or while the interpreter is enroute to the site and the interpreter has exceeded the 30-mile Routine Travel radius, the Non-Routine Travel reimbursement applies.** The fee for cancellation of an Assignment shall be either two (2) hours service, or one half (1/2) of scheduled contracted amount for multi-day Assignments, whichever is greater, plus any mileage for Non-Routine Travel incurred by the Interpreter/Transcriber, upon submission and approval of an invoice as required by RFP §2.7.4.

9. Revise RFP § 2.7.4 5 (A) 3, Non-Routine Travel:

~~3. Non-Routine Travel. For Non-Routine Travel, the Contractor may bill for mileage at the State per mile rate published at:~~

~~<http://dbm.maryland.gov/agencies/Documents/FleetManagementServices/POVReimburseRates.pdf>, as amended from time to time.~~

10. Revise RFP § 2.7.4 (B) 2, Service Category I- On-Site Visual Language Interpretation:

If it is anticipated that interpreter services will be needed in excess of ninety (90) minutes for a single session, the Contractor shall provide a minimum of two (2) interpreters who shall provide On-Site visual language interpreting and be paid at the fixed, fully- loaded hourly rate for the entire time of the services provided. **If a Contractor believes it is necessary to provide more than one (1) interpreter due to the need for additional interpretation requirements that require more than one (1) interpreter such as medical, legal, or technical interpretation, additional interpreters may be suggested to the Requesting Agency/Entity Representative. Upon advance written approval from the Requesting Agency/Entity Representative, the Contractor may assign and bill for additional interpreters at the prices proposed in its Attachment D Financial Proposal.**

11. Revise RFP § 2.7.4. (D) 1, Service Category III-VRI;

The minimum billable time will be ~~one (1) whole~~ ten minutes and billed in increments of one (1) whole minute interval after the minimum billing period.

12. Revise RFP § 3.4.19 Optional Services:

The Offeror shall acknowledge its capability of providing Interpreters/Translators who have the skills to provide the Optional Services of Oral Transliteration, Cued Speech Transliteration, ~~SEE I~~ SEE1 and ~~H~~ SEE2 services, Tactile Services, and Certified Deaf Interpretation if to ~~proposing to the applicable Service Category for these Optional Services in Category I and Category III.~~

The Offeror shall acknowledge its capability of providing Interpreters/Translators who have the skills to provide the Optional Services of: Oral Transliteration, Cued Speech Transliteration, SEE1 and SEE2, and Certified Deaf Interpretation (CDI) if proposing to Category III.

Contractors will be paid these Optional Services as an add-on service fee of \$10/hour above the Standard rates for Category I and \$.25/minute above the Standard rates for Category III when and if the Contractor provides these Optional Services during the Contract period.

13. Revise RFP § 4.2, Technical Criteria:

- i. Experience, Capability and References (RFP § 3.4.4.3); (3.4.16); ~~(3.4.19)~~; (3.4.20);

14. Revise RFP, Attachment A, the Contract section 28.C:

As a condition of entering into this Agreement, upon the request of the ~~Maryland Human Relations Commission's~~ Commission on Civil Rights ² request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

15. Replace page 50, the listing of ATTACHMENTS (See page list of ATTACHMENTS Revised):

16. Revise ATTACHMENT D- FINANCIAL PROPOSAL INSTRUCTIONS AND FORM(S);

1. In Tab #1: These are the instructions for Category I- Onsite Visual Language Interpretation for each Region:

- ◆ Propose your Routine Standard Hourly rates for **Visual Language Interpretation for each Region on line 1a for Years 1, 2, and 3, and Option Years 1 and 2 of the Contract.**
- ◆ ~~Propose your Optional Services Hourly rate for each Region on line 3.~~

3. In Tab #3: These are the instructions for Category III-Video Remote Interpretation (VRI);

- ◆ Propose your Routine per minute rates for Video Remote Interpretation Services on line 1a **for Years 1, 2, and 3, and Option Years 1 and 2 of the Contract.**
- ◆ ~~Propose your Routine per minute rate for Optional Services Hourly Rate on line 3.~~

17. Replace Financial Proposal Form - Attachment D-1 and D-3 with Financial Proposal Form - Attachment D-1 and D-3 (Revised) (See PriceSheetRevised).

Date issued: October 25, 2012

By

<signed>

Joy Epstein
Procurement Officer

Attachments: PriceSheetRevised,
List of ATTACHMENTSRevised