

**First Modification To
Statewide Language Interpretation Services Contract
PRIMARY CONTRACTOR: LIONBRIDGE GLOBAL SOLUTIONS II, INC.**

Service Category II – Onsite Language Interpretation

This Modification (the “Modification”) is made this 2nd day of May, 2008, by and between the STATE OF MARYLAND, DEPARTMENT OF BUDGET AND MANAGEMENT (the “Department”), DIVISION OF PROCUREMENT POLICY AND ADMINISTRATION and LIONBRIDGE GLOBAL SOLUTIONS II, Inc. (hereinafter referred to “Contractor”).

WHEREAS, on June 25, 2007, the Department entered into a contract to provide Onsite Language Interpretation Services for Service Category II (the “Services”) with Contractor (the “Contract”) pursuant to Request For Proposals for Statewide Language Interpretation Services, Project No. 050B7800015, dated October 17, 2006, and all amendments thereto issued in writing by the State (the “RFP”).

WHEREAS, the Department and Contractor desire to modify the Contract so that Contractor can successfully continue to perform the Services.

NOW, THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Department and Contractor hereby mutually agree to the changes below.

1. The following RFP sections are modified:
 - a. Section 1.2 Abbreviations and Definitions:
 - i. The following subsections of Section 1.2 Abbreviations and Definitions are modified as follows:
 1. Expedited On-site – On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Contractor with less than forty-eight (48) hours but greater than or equal to six (6) hours notice.
 - cc. Routine On-site – On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Primary Contractor with less than ninety-six (96) hours but greater than or equal to forty-eight (48) hours notice.
 - ii. The following new subsections are added to Section 1.2 Abbreviations and Definitions:
 - ll. Advanced Routine On-site – Interpretation requests for onsite language interpretation by a Requesting

Agency/Entity to the Primary Contractor with a minimum of 96 hours notice. The approved rate for Advanced Routine services is the same as the rate for Routine On-site services.

mm. Notice To Proceed (NTP) – Written notice from the Contract Administrator to the Contractor directing the Contractor to perform a discreet activity identified in the work order and to begin immediately or as of a specific date contained in the NTP.

b. Current section 1.32 Liquidated Damages is deleted in its entirety and replaced with the following:

1.32 Liquidated Damages

It is critical to the success of the State's programs that the interpretation and translation services be maintained in accordance with the agreed upon schedules. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on scheduled work and provision of services to the State and its citizens. The State and the Contractor(s), therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount(s) as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the applicable Contractor or may bill the Contractor as a separate item.

Reliability of the service of the Contractor(s) is of the essence. Downtime on any part of the Contracted interpretation and translation services must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the Contract Administrator or the Contractor. If the Contractor fails to provide the requested services within the time specified below, then the State may assess liquidated damages as provided below in the following amounts:

A. For Core Languages for Telephonic Language Interpretation: The Primary Contractor's inability to provide Telephone Interpretation services for Core Languages within forty-five (45) minutes of the State's sending of the request will result in the assessment of liquidated damages. The amount of the liquidated damages will be the difference between the Primary

Contractor's approved price rate for Telephonic Language Interpretation and the price rate incurred by the Requesting Agency or Requesting Entity to place the call(s) through the Secondary Contractor at the Secondary Contractor's approved price rate (Ref. Section 2.3.4.7), or another Telephonic Language Interpreting company (at that company's one-time use rates) for the total price of the call(s).

B1. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received greater than forty-eight hours (48) and less than ninety-six hours (96) advanced notice of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative within twenty-four (24) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. The amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also unable to provide written confirmation of an assigned Routine On-Site Interpreter.

B2. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received a minimum of ninety-six hours (96) advanced notification of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative within forty-eight (48) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. If the Secondary Contractor is the Contractor to provide confirmation of an assigned interpreter when contacted by the Primary Contractor (see Section 2.3.4), the amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also

unable to provide written confirmation of an assigned Routine On-Site Interpreter.

- C. For Core Languages for Written Document Language Translation: A Primary Contractor who fails to provide Written Document Language Translation services for Core Languages within one (1) day for up to ten (10) pages of Expedited requests and within one (1) week for up to twenty (20) pages of Routine requests of the State's request, will be assessed liquidated damages. The amount of the liquidated damages will be the difference between the Primary Contractor's approved rate for Written Document Language Translation and the rate incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor at the Secondary Contractor's approved rate (Ref. Section 2.4.8), or another written document translation company (at that company's one-time use rates) for the total price of that work request.
 - D. The Contractor(s) will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor(s) as provided in section 19 (Delays and Extensions of Time) of the Contract, if the Contractor(s) timely notifies the State of such circumstances in writing and the State determines the event was beyond the control and without fault or negligence of the Contractor(s). This liquidated damages compensation will be for delay-related costs only. The Contractor(s) will remain liable for other non-delay costs actually incurred by the State such as, by way of example only, excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor(s).
 - E. Liquidated damages will not apply in any circumstance involving a request to provide an interpreter with a specific, recognized certification.
- c. A new subsection 2.2.8 is added to Section 2.2 Service Category I- Telephonic Language Interpretation:

2.2.8 If there is a Secondary Contractor for Service Category I, the Requesting Agency or Requesting Entity may pursue services with the Secondary Contractor at the rates provided within Attachment E – Financial Proposal Form when the Primary Contractor for this Service Category I is unable to provide the services as outlined within this Category.

d. Section 2.3.4 is deleted its entirety and replaced with the following:

2.3.4 Required On-Site Language Interpretation Services:

2.3.4.1 Shall be Continuously Available, and provided per the following procedures:

- a. The Primary Contractor shall confirm receipt of each work order request by email (if email unavailable, then by facsimile) within two hours of its receipt. The Primary Contractor will obtain all necessary account, contact, and service information, and pass this information to the Secondary, as required;
- b. The Primary and Secondary Contractors, as applicable, will confirm the placement of an Interpreter for each work order to the Requesting Agency/Entity;
- c. If the Primary Contractor has been unable to confirm the provision of an Advanced Routine On-site Interpretation request within forty-eight (48) hours prior to the requested assignment time, if it has not previously done so, the Primary Contractor shall contact the Secondary Contractor to determine if the Secondary Contractor can provide the requested interpreter;
- d. At the time the Primary Contractor contacts the Secondary Contractor in order for the Secondary to complete a work order request, the Primary Contractor shall include the Requesting Agency or Requesting Entity and the Contract Administrator in all communications;
- e. If the Secondary Contractor is able to fill the work order for onsite language interpretation, the Secondary Contractor shall provide appropriate written information regarding the assignment fulfillment to the Primary Contractor with concurrent email notification to the Requesting Agency or Requesting Entity, and the Contract Administrator. The Secondary Contractor shall provide the services at the applicable Contract rates, and liquidated damages may apply to the Primary Contractor per the stipulations of Section 1.32.
- f. If the Secondary Contractor is unable to fill the work order for onsite language interpretation, the Secondary Contractor shall so notify the Primary Contractor, with concurrent email notification to the Requesting Agency or Requesting Entity and the Contract Administrator. Upon the determination that the Secondary Contractor for On-site Interpretation cannot provide the requested on-site interpretation services, the Secondary Contractor shall

request approval from the Requesting Agency or Requesting Entity for the order to be filled by Telephonic Language Interpretation with concurrent email notification to the Primary Contractor, and the Contract Administrator.

i. If Telephonic Language Interpretation is available under this Contract, then the Secondary Contractor shall provide all of the work order information obtained to-date to the Primary Contractor under the Service Category I-Telephonic Language Interpretation Contract (if it is not the Primary Contractor in Service Category I) and the Requesting Agency or Requesting Entity, the Contract Administrator, and, as appropriate, to each of the Contractor(s) originally a part of the communication link. The Contractor for Service Category I-Telephonic Language Interpretation Contract, Primary or Secondary, then provides the services at the appropriate current Contract rates.

ii. If Telephonic Language Interpretation is not available under the Contract, the Secondary Contractor shall confirm this information in writing to the Requesting Agency or Requesting Entity with concurrent email notification to any other Contractor (Primary or Secondary for onsite), and the Contract Administrator. The Requesting Agency/Requesting Entity must then utilize other means to fulfill their order, or seek Contract services at a different date and time.

g. All of the above-referenced communications and requirements in this section 2.3.4 shall be in writing.

2.3.4.2 The Requesting Agency/Requesting Entity must contact the Primary Contractor for on-site services.

2.3.4.2.1 Categories of Service and Explanation of that Service: The Categories of service and rates are based on the amount of advanced notice given by the Requesting Agency or Requesting Entity. The procedure noted in Section 2.3.4.1 remains unchanged. The amount of advanced notice that the Requesting Agency or Requesting Entity gives the Primary Contractor affects the rates utilized for the services by both the Primary and Secondary Contractors. Advanced notice is available as follows:

- a. Advanced Routine;
- b. Routine;
- c. Expedited; and
- d. Critical.

2.3.4.2.2 Time limits for notifications of ‘receipt’ of a work order request and ‘confirmation’ of the placement of an Interpreter:

- A) Receipt: As noted in 2.3.4.1, upon receipt of a work order request, the Primary and Secondary Contractor (as applicable) shall confirm in writing to the Contract Administrator within two hours receipt of any work order;
- B) Confirmation: As noted in 2.3.4.1, The Primary and/or Secondary Contractor (as applicable) will immediately confirm in writing when an interpreter is confirmed for a work order and provide the appropriate information, such as the identity of the assigned on-site interpreter, and re-state all appointment information:
 - 1. For Advanced Routine and Routine Services, the Primary Contractor and/or Secondary Contractor (as applicable) will automatically notify the Requesting Agency if it has not been able to confirm the assignment of an interpreter to fill a work order as of twenty-four (24) hours in advance of the appointment time;
 - 2. For Expedited and Critical work order requests, as part of the information required by the Primary Contractor, the Requesting Agency/Requesting Entity will state how many hours of advance written notice up to 24 hours (as of the 24th hour) in advance of the appointment time the Requesting Agency or Requesting Entity must have of whether the work will be filled with an interpreter. Subsequently, the Primary and/or Secondary Contractor (as applicable) will honor the time indicated for the written notification request.

2.3.4.2.3 Section 2.3.4.1. procedures apply. The Primary and Secondary Contractors will notify all involved in the procedural communication link for each service category as follows:

- A. Advanced Routine Services with at least ninety-six (96) hours advanced notice: Primary Contractor will transfer the request to the Secondary Contractor if the work order request is not confirmed within forty-eight hours in advance of the appointment time. The Secondary Contractor will notify the Requesting Agency or Requesting Entity (see Section 2.3.4.1) no later than twenty-four (24) hours if the work order remains unfilled. With at least ninety-six (96) hours notice, if the Primary Contractor cannot fulfill the work order within the allotted time prior to transferring to the Secondary Contractor, liquidated damages may be incurred by the Primary Contractor;

- B. Routine Services with at least forty-eight (48) hours but less than ninety-six hours (96) advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice no less than twenty-four (24) hours in advance of the appointment time if the work order remains unfilled;
- C. Expedited Services for less than forty-eight (48) and greater than or equal to six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the work order. If the Requesting Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Request Agency or Requesting Entity with as much notice as possible prior to the requested appointment time; and,
- D. Critical Services for less than six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the order. If the Request Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Requesting Agency or Requesting Entity with as much notice as possible prior to the requested appointment time.

2.3.4.3 The Primary or Secondary Contractor, as applicable, shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of the RFP, and provide a copy to all on-site interpreters to be taken to each assignment site. All on-site interpreters shall complete Section B of the On-Site Interpretation Assignment Sheet and obtain the signature of an On-Site State Representative to validate the information.

The Contractor shall submit the On-Site Interpretation Assignment Sheet with the appropriate invoice for billing verification.

2.3.4.4 The Primary Contractor shall provide up to 200 “Point-To-Your-Language” cards on an annual basis upon request by the Contract Administrator; a sample has been included as RFP Attachment N.

2.3.4.5 If a request for Advance Routine or Routine On-Site interpretation is cancelled with less than twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall pay the

Contractor the two (2) hours minimum billable time for Routine services.

2.3.4.6 The procedures of Section 2.3.4 apply to the Secondary Contractor. Any such services provided by the Secondary Contractor shall be at the rates provided in Attachment E-Financial Proposal Form.

e. The following new subsection 2.4.8 is hereby added to Service Category III:

2.4.8 Service Category III-Written Document Language Translation: The same procedure noted in Section 2.3.4.1 applies to Service Category III-Written Document Language Translation Services in that:

2.4.8.1 The Requesting Agency/Requesting Entity Representative must contact the Primary Contractor for written document language translation services;

2.4.8.2 The Primary and/or Secondary Contractor as applicable shall provide the Contract Administrator with documentation of the ongoing status of a work order from initiation to completion, including but not limited to any contact between and hand-off to a Secondary Contractor should the Primary Contractor be unable to provide for the written document language translation request, in accordance with the following procedures to include but not be limited to the following written procedure:

A. Written acknowledgment of receipt of each work order to the Requesting Entity;

B. Written acknowledgement of confirmation of the work order's assessment upon receipt shall include but not be limited to the following:

- i. the Requesting Entity's account information under this Contract;
- ii. the Requesting Entity's contact information for the completion of the work order assignment;
- iii. the identity of the Contractor's staff providing translation;
- iv. the target language and original language being translated;
- v. the price estimate;
- vi. any timeline estimate and/or the work order's timeline requirement;

- vii. any standards or special needs requirements of the Contractor or of the Requesting Entity;
- viii. any previous translation of the same or similar material; and
- ix. acknowledgement of any applicable liquidated damages.

C. Provide for a seamless hand-off from the Primary Contractor to any Secondary Contractor such that within the time constraints specified:

- i. the Primary Contractor contacts the Secondary Contractor and both maintain complete contact with the Requesting Entity, the Contract Administrator, the Primary Contractor, and the Secondary Contractor through the time that the Secondary Contractor provides receipt and confirmation of the work order's conditions;
- ii. the Primary Contractor provides the Secondary with all the requested written translation information received from the Requesting Entity to-date;
- iii. the Secondary Contractor confirms receipt of the transferred request in writing; and,
- iv. the Secondary Contractor provides confirmation of the work order's requirements in writing as noted in B. above.

2.4.8.3 Any such services provided by the Secondary Contractor shall be at the rates provided within Attachment E – Financial Proposal Form. Liquidated Damages may apply to the Primary Contractor as noted in Section 1.32.C.-Liquidated Damages (applicable to written document language translation services under the Contract);

2.4.8.4 The Primary Contractor shall make this documented procedure available to the Contract Administrator within thirty (30) days of a Notice to Proceed by the Contract Administrator, and shall update the procedure for applicability and timeliness thereafter during the term of the Contract.

2.4.8.5 The documented procedure shall be made available and shall apply to any Secondary Contractor.

- f. Current Section 2.8 is deleted its entirety and replaced with the following:

2.8 Contractor Representative

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.

2.8.1. Substitution of Personnel for each of the Service Categories: I-Telephonic Language Interpretation, II-Onsite Language Interpretation, and III-Written Document Language Translation:

2.8.1.1 The Contractor Representative described in the Contractor's Technical Proposal to the RFP shall perform continuously for the duration of the Contract so long as performance is satisfactory to DBM.

2.8.1.1.1 The Contract Administrator shall give written notice of any performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written Remediation Plan within ten (10) business days and implement the Remediation Plan immediately upon written acceptance by the Contract Administrator.

2.8.1.2 Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Administrator will give written notice of the continuing performance issues, request a new Remediation Plan within a specified time limit, and/or determine whether substitution of personnel, including immediate removal and replacement of the Contractor Representative whose performance is at issue with a qualified substitute, is appropriate.

2.8.1.3 The Contractor shall not substitute personnel, other than by reason of an individual's death, termination of employment, a sudden incapacitating illness that is projected to last more than five (5) days, or by option of the Contract Administrator as noted, without prior written approval of the Contract Administrator. The Contract Administrator's written approval will not be unreasonably withheld.

2.8.1.4 To voluntarily replace the Contractor's staff the Contractor shall submit resumes of the proposed substitute personnel,

specifying the intention to replace a position and the reason(s) why, to the Contract Administrator, and await the Contract Administrator's approval.

2.8.1.5 The Contractor shall provide resumes for all proposed substitute personnel, and that proposed personnel shall have qualifications at least equal to those of the replaced personnel. The proposed substitute personnel must meet the qualifications specified in by the Contract and must be approved by the Contract Administrator. The Contract Administrator will interview the proposed substitute personnel and will notify the Contractor in writing of the acceptance or denial of the requested substitution, and/or give contingent or temporary approval for a specified time limit.

2. The Contract, except to the extent amended herein, shall remain in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Modification to the Contract as of the above-referenced date.

CONTRACTOR:
Lionbridge Global Solutions II, Inc.

**MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT**

 (SEAL)



By: _____

By: _____


Date _____

Date _____


Witness


Witness

Approved for form and legal
sufficiency this 24 day
of May 2008.


Assistant Attorney General