

**Sixth Modification To
Statewide Language Interpretation Services Contract**

PRIMARY CONTRACTOR:

- Service Category II – Onsite Interpretation Services; and

THIS SIXTH MODIFICATION (the “Modification”) is made as of November 14, 2012, by and between LIONBRIDGE GLOBAL SOLUTIONS II, INC. (“Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT (the “State”).

WHEREAS, the Contractor and the State executed a contract dated June 7, 2007 for Statewide Language Interpretation Services (the “Services”), Project No. 050B7800015, which was amended by a First Modification dated May 2, 2008, a Second Modification dated October 26, 2009, a Third Modification dated July 1, 2012; a Fourth Modification dated September 14, 2012; and a Fifth Modification dated October 31, 2012 (collectively, the “Contract”); and

WHEREAS, the State and Contractor desire to modify the Contract so that the 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. Contract Term.

- A. Contractor shall provide Services for five and one-half (5 ½) additional months, from November 15, 2012 through April 30, 2013.
- B. Notwithstanding Section 1A above, the State shall have the unilateral right to terminate the Contract during the additional five and one-half-month period extension created by this Modification by providing Contractor with 30 days' notice of the termination. The Contract would then end at the end of the next calendar month, i.e. notice of termination is given on December 12, 2012, so the contract would end on January 31, 2013.
- C. The State shall exercise its unilateral right to terminate the Contract pursuant to Section 1B of this Modification by issuing a Notice of Termination to the Contractor, that:
 - (1) provides the last date on which the Contractor shall provide Services under the Contract;
 - (2) instructs the Contractor to begin transition services in accordance with Section 2.12 of the RFP; and
 - (3) provides the schedule for transition and any additional instructions for purposes of transition and resolution of the Contract.

D. The State's unilateral right to terminate the Contract pursuant to Section 1B of this Modification shall be exercised without liability to the Contractor for any costs associated with termination of the Contract. The State shall pay the Contractor, as provided by the Financial Proposal, for Services rendered up to and including the last date on which Contractor provides Services, in accordance with the Notice of Termination.

E. The State's unilateral right to terminate the Contract pursuant to Section 1B of this Modification is in addition to and not in lieu of the State's right to terminate for default or convenience under the Contract.


2. **Consideration and Payment.** Contractor shall be paid for Services in accordance with Section 4 of the Contract. Except with the written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$5,500,000.00.


3. **Scope of Modification.** This Modification amends the Contract specifically as described herein. Except as specifically revised by the terms of this Modification, all of the existing terms of the Contract shall remain in full force and effect and shall apply to this Modification.

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

CONTRACTOR:
Lionbridge Global Solutions II, Inc.

STATE:
MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT


 (SEAL)
By: [Signature]
(print name and title)
10/31/12
Date


By:
11/14/12
Date


Witness



Approved for form and legal sufficiency this 15 day of November 2012.


Assistant Attorney General

APPROVED BY BPW: 14 November 2012 7-5-mca
(Date) (BPW Item #)