



DEPARTMENT OF
BUDGET & MANAGEMENT

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**Questions & Answers #2 for
RFP # 050B7800015
Statewide Language Interpretation Services
Closing Date: December 13, 2006 no later than 2:00 PM**

(Telephonic)

58. Question: What is the cost per minute you are currently being charged for this service?

Answer: \$1.73 per minute

(On Site)

59 Question: What is the cost per hour you are currently being charged for this service?

Answer: \$70.00 per hour (one hour minimum / billing in half hour segments thereafter)

(Written Document)

60. Question: What is the cost you are currently being charged for document translation?

Answer: \$63.00 per page of text output (8 ½ x 11", double spaced typing which yields approximately 250 words of text)

61. Question: Why is there such a big difference amount for written document from 2001-2006? From >\$200,000 (05) to \$60,000 (06). Any particular reason?

Answer: While we don't know for sure, we believe it is due to a State law which required major State agencies to translate their Vital Documents into any language spoken by at least 3% of the Maryland population (Spanish is the only language which meets this threshold) over a 4 year period ending 7/1/2006. However, the largest Maryland agencies were required to have this translation done by 7/1/2005. It is believed that the large drop in usage reflects the fact that most major State agencies had done their required translations by 7/1/2005 and all agencies affected by the law had done so by 7/1/2006.

(General)

62. Question: (Section 3.4.10-13, Attachment H, page 88) The Procurement Officer Checklist asks if the Offeror submit certificates of insurance along with the financial statements, subcontractor info, etc.. Page 26 of the RFP and instructions from the pre-proposal conference indicate that such certificate of insurance documents are required prior to commencement of any service, but not in the technical proposal, please clarify?

Answer: Certificates of insurance are required submissions as part of the technical proposal for evaluation and negotiation purposes to determine the adequacy of Offerors' current coverage. (See RFP Section 3.4.11). Such current coverage will not comply with RFP requirements for the State to be

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listed as an additional insured party, to be notified in advance of any termination, etc. Furthermore, existing coverage may be deemed to be inadequate. If so, via the discussion process an Offeror likely would be afforded an opportunity to make its coverage adequate.

If selected for proposed award, the proposed awardees shall provide the required documentation as described in Section 2.11, page 26. Documentation provided shall name the State of Maryland as an insured party under the policy, etc. and would be for amounts that would have been determined in the discussion/evaluation phase to be adequate.

63. Question: During the pre-bid conference, it was indicated that the list of interpreter names, address etc. would not be divulged to the public. If someone would request the list under the “Freedom of Information Act” under what grounds would you be able to deny this request?

Answer: This information is deemed as confidential/proprietary and not available for disclosure under the Public Information Act. Any request shall be denied under the exception to the Public Information Act found in the State Government Article of the Maryland Annotated Code, §10-617(e).

64. Question: If the answer to question #63 deems that the State would legally have to disclose this information under the Freedom of Information Act, we request that the information provided to the State by the supplier be only the interpreter ID, zip code and language.

Answer: See answer under #63..

65. Question: Under 2.3.4.10 we request that the 24 hours notice be changed to 24 Business Hours Notice. Business Hours can be defined as Monday – Friday 8am to 6pm. Federal/State holidays and weekends will not count as business hours.

Answer: The State declines to modify Section 2.3.4.10 as requested.

66. Question: (4.2 Technical Criteria) The technical criteria are listed in order of importance, however please describe how will the technical criteria for each service category be weighed within each service category? Also, how will the technical and financial criteria be weighed in to the final assessment for each provider?

Answer: The State declines to make any further delineation than provided in the RFP.

67. Question: (Section 1.28) Can the state provide a list of government entities that may use our services?

Answer: This information is unavailable as it's not a requirement for reporting purposes under the current contract.

68. Question: (Section 2.6.2.3) Why is it necessary to provide names and personal information about a translator? Is it possible to release the translator's personal information only when there are performance issues? A translator does not travel anywhere to translate written documents, so we view this as not applicable.

Answer: The interpreter name *or identification number* is required information to be submitted for reporting purposes for written or telephonic translations. No other personal information is required for these types of translations.

69. Question: (Section 2.6.3.3) Can the state provide a sample report?

Answer: This information is unavailable as it's not a requirement for reporting purposes under the current contract.

70. Question: (Sections 2.6.2.1, 2.6.2.2.1, 2.6.3.1, 2.6.3.2.1, 2.6.4; Reporting Requirements) We request that the “First and Last Name of Person being Interpreted” and “Case Number (if Court hearing)” requirement be removed for confidentiality purposes for the Telephonic Interpretation Service, and On-Site Interpretation Service Reports to be submitted to the Contract Administrator and the Requesting Agency or Requesting Entity.

Answer: The State declines to modify Sections 2.6.2.1, 2.6.2.2.1, 2.6.3.1, 2.6.3.2.1 and 2.6.4 as requested. This information is a requirement for billing purposes. Also, see the answer for #63.

71. Question: (Section 28) Please delete – it is inapplicable.

Answer: The State is willing to consider this request at the time of contract award.

72. Question: (Section 29) Please add the following: "In no event shall either party be liable hereunder for any consequential, special, incidental, punitive or indirect damages of any kind, or for lost profits, data or business, even if the other party has been advised of the possibility of such loss or damages. Except for payment obligations under this Agreement and the Service Level Agreement, each party's liability hereunder shall be limited to direct damages and shall in no event exceed, in the aggregate, the fees actually paid for Services which is the subject of the claim."

Answer: The State declines to modify Section 29 as requested.

73. Question: The MBE subcontract participation goal of 15% is established for each Service Category. If a contractor subcontracts out the equivalent of 15% of the total volume for all three service categories to a certified MBE but such service does not meet 15% in each separate category, will that contractor be considered to be in compliance with the MBE participation requirement?

Answer: As per RFP section 1.10, the MBE participation goal is "...15% of the **total Contract dollar amount** ...".

74. Question: The requirement requests copies of the last two (2) years of audited financial statements or the equivalent, and an analysis of the statements/reports, what does the government mean by "an analysis" of such reports, and whom can such an analysis be provided by? Can the analysis be performed by internally by a competent individual within the organization?

Answer: Section 3.4.10.1 requires evidence of financial capacity. A number of possible scenarios are provided of how an offeror might demonstrate such capacity. Offerors must determine for themselves the best way to provide such evidence. An Offeror that has a better financial capacity will receive a higher rating in this criterion.

75. Question: Item 2.5.5.1 on page 21 has been revised to read "The Contractor may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services."

However, in item 2.3.4.10, it reads "If a request for Routine On-Site interpretation is cancelled with less than twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall be required to pay the contractor the two (2) hour minimum billable time."

Please clarify whether charges for late cancellations are permissible.

Answer: The intent of this provision is that a contractor cannot bill a State agency or local government entity merely for being registered as a potential customer. In this circumstance the fact that an agency or entity has submitted a request for service that the contractor will act upon by contacting interpreters and scheduling one or more to specifically provide an interpreter session is viewed as providing services. This clause spells out the liability of the State in this instance.

Moreover, a general provision of contract law is that a specific contract provision supersedes a general provision. Hence, aside from the above statement that the effort to provide an interpreter in response to a request does constitute some level of service delivery, the specific statement that 2 hours of time will be paid under this circumstance trumps the general statement of non-payment for the non-delivery of services.

76. Question: In reference to user registration and assigning user IDs, the bidding contractor understands the requirement. However, can you please clarify how the agency would prefer to handle assignment of user ids. For example, one client we currently service has what is termed an "access code." Each authorized individual calling from that Agency, a particular division and a particular office utilizes the same code.

Example: Marta Smith requests a Gujarati interpreter. She places her call from Transportation Agency, Budget Management Division, Fiscal Affairs.

Her code would be: TBM - 01. However, another authorized representative, Shawn Robinson requests a Vietnamese Interpreter from the exact same office and his code would also be: TBM - 01.

Does the agency want individual user IDs for Marta Smith AND Shawn Robinson, or will user IDs be assigned per office? Depending on the size of the requesting agency, there could be an unusually large number of user IDs for both the agency and the contractor to manage.

Answer: Offerors are advised to describe their capabilities to do user registration in their proposals and this capability is part of what will be evaluated. (See 4.2.2.1(5)(c), 4.2.2.2(5)(c), and 4.2.2.3(5)(c). An

offeror that has more capabilities in a given service delivery area will be evaluated more highly under the criterion related to that service area. To the degree that an offeror identifies various levels of sophistication in how a requesting agency or entity may submit a request for service, it will be up to the contractor and each registered agency or entity to determine which specific procedure will be followed for service requests.

- 77. Question: Also, in the RFP (item 2.4.2.2) it is stated that translations "shall be transcribed in Times New Roman, 12 pt font, double spaced with an average of at least 250 words per page. However, certain languages, such as Arabic, Chinese and some others are written with scripts, symbols, etc. with a certain type of font. Amharic for example is generally written with Ethiosoft or a similar TT font. How will the contractor meet that requirement?**

Answer: First, as per Amendment #1 payment will now be made on a per word basis. Second, to the extent that payment on a per word basis still does not address this issue, offerors should make recommendations in their proposals for how this situation can be addressed. Based upon the collective responses of the offerors (since all offerors should be in the same position in this regard), the State will amend this requirement.

- 78. Question: (Section 1.32 C) This is one I'm concerned with because of the clause that states that any disagreement on your end regarding one of our translations, you will send to another agency and we must pay for it. We have full liability and errors and omissions coverage, so from an insurance stand, we are covered. We have a system with our clients where we are given the chance to correct the translation if they don't agree with it. And this is a concern. I know that we are asked to agree to all requirements. Is there any flexibility in this?**

Answer: This section refers to what will happen if the awarded contractor is unable to provide the requested Written Document Translation services for Core Languages. There are no clauses in the RFP indicating consequences if a disagreement ensues relating to a translation.

- 79. Question: (2.4.3, Fin. Proposal Form, pages 18 and 80) The metrics have changed from pages to words in various sections of the RFP, but there is still reference to "pages" within the RFP. Please see paragraph 2.4.3. Also in the financial forms, Maryland lists "820" for Core Languages column (see Row [B]), but Maryland did not convert the old page quantities to words. Are we to assume the standard amount of words per page is 250?**

Answer: Yes. In any circumstance in the RFP where a page is still the operable unit of measurement (such as section 2.4.3 where it references the timeframe requirement for expedited and routine written document translation), a minimum of 250 words is what will be accepted as constituting a page.

- 80. Question: (Fin. Proposal Form, page 80) The form does not provide an opportunity to submit different rates for different languages. The cost per word changes by language depending on the language pair. As an example, the cost to translate from English to Spanish is less than the cost to translate from English to Tagalog. Can we modify the Financial Form to reflect the different language costs?**

Answer: At this time, no. However, offerors should make recommendations in their proposals for how this situation can be addressed. Based upon the collective responses of the offerors (since all offerors should be in the same position in this regard), the State will amend this requirement.

- 81. Question: (Fin. Proposal Form, page 80) The form does not provide an opportunity to submit different rates for different languages directions. The cost per word changes by language depending on the direction of translation (Foreign to/from English). As an example, the cost to translate from Spanish to English is less than the cost to translate from English to Spanish. Can we modify the Financial Form to reflect the different language costs?**

Answer: At this time, no. However, offerors should make recommendations in their proposals for how this situation can be addressed. Based upon the collective responses of the offerors (since all offerors should be in the same position in this regard), the State will amend this requirement.