



DEPARTMENT OF
BUDGET & MANAGEMENT

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**Amendment #1 to Request for Proposals (RFP)
Statewide Language Interpretation Services
Project No. 050B7800015
November 16, 2006**

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. Specific parts of the RFP have been amended. 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 strikethrough (ex. ~~language deleted~~).

1. Revise and/or add to 1.2(b) on page 1, 1.2(m) on page 2, 1.2(v) on page 2, 1.2(aa) on page 3, and 1.2(cc) on page 3, as follows:
 - 1.2(b) **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation: **i.e. the interpreter's home address.**
 - 1.2(m) **Expedited Written** – Requests for ~~up to 10 pages~~ **10 or fewer pages** of Target Language translation that shall be completed within one (1) day from the day the Requesting Agency or Entity sends the Source Language to the Contractor. One additional day shall be permitted for each additional 10 pages of Target Language translation.
 - 1.2(v) **“Point-To-Your-Language” Cards** – A card (no smaller than 2” x 3” and no larger than 3” x 5”) that is constructed of a lightweight, but durable material that contains the appropriate translation for “Do You Speak” in (at a minimum) all eleven (11) On-Site Core Languages on one side and ~~at least ten (10) On-Site Non-Core Languages~~ **Additional Languages and Dialects** on the other side. These cards shall be made available by the Primary Contractor to on-site interpreters, Requesting Agency(s), Requesting Entity(s) and the Contract Administrator.
 - 1.2(aa) **Requesting Agency or Requesting Entity Representative** – A Representative of the specific State government agency or non-State of Maryland government entity serving as the contact person for billing and all other purposes related to the request of telephonic, on-site and/or written document translation services. **A Requesting Agency or Requesting Entity may designate more than one individual authorized to initiate requests.**
 - 1.2(cc) **Routine Written** – Requests for ~~up to 20 pages~~ **20 or fewer pages** of written document translation that shall be completed within one (1) week from the day the Requesting Agency/Entity sends the Contractor the Source Language. One additional day shall be permitted for each additional 10 pages of Target Language translation, or portion thereof, beyond the first 20 pages.
2. Revise 1.4 on page 4, as follows:
 - 1.4 An unbound original and six (6) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.7, no later than ~~2:00 PM (Local Time) on November 27, 2006~~ **December 11, 2006** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word or Excel format shall be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word or Excel format shall be enclosed with the original financial proposal. Ensure that the diskettes are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR

21.05.02.10, proposals received by the Procurement Officer after the due date, ~~November 27, 2006~~ **December 11, 2006** at 2:00 PM (Local Time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

3. Add to 1.28 on pages 8/9, as follows:

1.28 County, municipal, and other non-State governments or government agencies within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or government agencies: (1) shall constitute Contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State of Maryland agency.

All Contract prices, terms and conditions must be provided to any Maryland local government requesting services under this Contract.

4. Add to 1.31 on page 9, as follows:

1.31 By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment G. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

This provision applies only to payments by State of Maryland agencies.

5. Replace 1.32(B) on page 10, as follows:

~~1.32(B) Inability of the Primary Contractor to provide Routine On Site Interpretation services for Core Languages after forty eight hours of the State's sending of the request will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor. The amount of the liquidated damages will be the difference between the Primary Contractor's proposed price for Routine On Site interpretation and the Secondary Contractor's proposed price for Expedited On-Site.~~

With,

1.32(B1) Inability of the Primary Contractor who has received greater than forty-eight hours (48) and less than ninety-six hours (96) advanced notification of the State's sending of the request to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative by twelve (12) hours before the assignment and services are subsequently not provided by the Primary Contractor will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor. The amount of the liquidated damages will be the difference between the Primary Contractor's proposed price for Routine On-Site interpretation and the Secondary Contractor's proposed price for Expedited On-Site interpretation.

1.32(B2) Inability of the Primary Contractor who has received a minimum of ninety-six hours (96) advanced notification of the State's sending of the request to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative by twenty-four (24) hours before the assignment will result in the assessment of liquidated damages at the rate of the price equivalent to the cost incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor if the Secondary Contractor is the first Contractor to provide confirmation of an assigned interpreter when contacted by the Requesting Agency or Requesting Entity. The amount of the liquidated damages will be the difference between the Primary Contractor's proposed

price for Routine On-Site interpretation and the Secondary Contractor's proposed price for Expedited On-Site interpretation.

6. Replace 1.33 on page 11, as follows:

~~1.33 A proposal submitted by an Offeror shall be accompanied by a completed Non-Disclosure Agreement. A copy of this Affidavit is included as Attachment F of this RFP.~~

With,

1.33 All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement shall be provided within five (5) business days of notification of proposed Contract award.

7. Revise 2.2.4.1 and delete 2.2.4.2 and 2.2.4.3 on page 13, as follows:

2.2.4.1 In addition to the Core Languages specified in section 2.2.1, the Contractor ~~shall~~ **may** provide telephone interpretation services for a ~~minimum of 10~~ Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.5 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(1) – References – Additional Languages / Dialects.

~~2.2.4.2 At least 10 non Core Languages and dialects, as identified in the Contractor's Technical Proposal, shall be Continuously Available.~~

~~2.2.4.3 Additional non Core Languages and dialects as identified in the Contractor's Technical Proposal, that are not Continuously Available may, also be provided.~~

8. Revise 2.2.4.4 to become 2.2.4.2 and 2.2.4.5 to become 2.2.4.3 on page 13, as follows:

~~2.2.4.4 Upon notice to the Contract Administrator, the Contractor may agree to provide telephonic interpreter services in excess of what is described in its Technical Proposal.~~

Becomes,

2.2.4.2 Upon notice to the Contract Administrator, the Contractor may agree to provide telephonic interpreter services in excess of what is described in its Technical Proposal.

~~2.2.4.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.~~

Becomes,

2.2.4.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

9. Revise 2.2.5 on page 14, as follows:

2.2.5 **Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative** ~~the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request.~~ **For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.**

NOTE: 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.

10. Add to 2.3.3.9 on page 15, as follows:

2.3.3.9 No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a list of names of available interpreters and their home addresses, which will serve as their Base of Operations. The list will be used for verification of mileage charges and appropriateness of on-site interpreter assignments. Within five (5) business days of the end of each Contract year quarter (e.g. May 31st, August 31st, November 30th and February 28th or 29th), the Contractor shall submit an updated list of available interpreters to the Contract Administrator. However, whenever an interpreter is used that is not on the most recent list provided to the Contract Administrator, the Contractor shall provide the address of that interpreter to the Contract Administrator within one (1) business day of when this interpreter provided services.

All Interpreter names and addresses will be held as confidential information which is non-disclosable in response to a Public Information Act (PIA) request.

11. Revise 2.3.4.5 on page 15, as follows:

2.3.4.5 The Primary Contractor shall provide written confirmation of the assigned **Routine** On-site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative **within twelve (12) hours** for requests received with greater than ~~forty-eight (48) hours notice~~ **forty-eight (48) hours and less than ninety-six (96) hours notice.**

12. Revise 2.3.4.6 on page 15, as follows:

2.3.4.6 In the event the Primary Contractor has received a minimum of ninety-six (96) hours advanced notification, if the Primary Contractor has not provided confirmation of the **Routine On-site Interpreter** by twenty-four (24) hours before the assignment, the Requesting Agency or Requesting Entity shall contact the Secondary Contractor. The first Contractor (Primary or Secondary) to provide confirmation of an assigned interpreter will receive the assignment. The Contractor who receives the assignment shall provide written confirmation of the assigned interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity. The Requesting Agency or Requesting Entity shall then advise the other Contractor to cease their attempts to provide an interpreter. In the event the Secondary Contractor provides confirmation of an assigned interpreter first, liquidated damages shall apply against the Primary Contractor.

13. Add to 2.3.4.8 on page 16, as follows:

2.3.4.7 The Contractor shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of this 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 On-Site Interpretation Assignment Sheet shall be submitted with the appropriate invoice for billing verification.

14. Add to 2.3.4 (as 2.3.4.11) on page 16, as follows:

2.3.4.11 For Expedited and Critical requests, as soon as it is conclusively known, the Primary Contractor shall provide written confirmation that: (a) an interpreter is available, along with the identity of the assigned On-site Interpreter or (b) an interpreter is not available to fulfill the request.

15. Revise 2.3.5.1 and delete 2.3.5.2 and 2.3.5.3 on page 16, as follows:

2.3.5.1 In addition to the Core Languages specified in section 2.3.2, the Contractor ~~shall~~ **may** provide on-site interpretation services for ~~a minimum of 10~~ Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.6 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(2) – References – Additional Languages / Dialects.

~~2.3.5.2 At least 10 non Core Languages and dialects, as identified in the Contractor's Technical Proposal, shall be Continuously Available.~~

~~2.3.5.3 Additional non Core Languages and dialects as identified in the Contractor's Technical Proposal, that are not Continuously Available may, also be provided.~~

16. Revise 2.3.5.4 to become 2.3.5.2 and 2.3.5.5 to become 2.3.5.3 on page 16, as follows:

~~2.3.5.4 Upon notice to the Contract Administrator, the Contractor may agree to provide on-site interpreter services in excess of what is described in its Technical Proposal.~~

Becomes,

2.3.5.2 Upon notice to the Contract Administrator, the Contractor may agree to provide on-site interpreter services in excess of what is described in its Technical Proposal.

~~2.3.5.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.~~

Becomes,

2.3.5.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

17. Revise 2.3.6.1 on page 16, as follows:

2.2.6 **2.3.6.1 Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative** ~~the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request.~~ **For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.**

NOTE: 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.

18. Revise 2.4.2.2 on page 18, as follows:

2.4.2.2 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 ~~with an average of at least 250 words per page.~~

19. Revise 2.4.2.3 on page 18, as follows:

2.4.2.3 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the ~~per page and per word rates~~ **of the Source Language** as provided within Attachment E, Financial Proposal Form – Written Document Translation Services.

20. Revise 2.4.3.2 on page 18, as follows:

2.4.3.2 Expedited Written translation requirements shall be completed within 1 day from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor for ~~up to 10~~ **10 or fewer** pages of Target Language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of Target Language translation.

21. Revise 2.4.4.1 and delete 2.4.4.2 and 2.4.4.3 on page 18, as follows:

2.4.4.1 In addition to the Core Languages specified in section 2.4.1, the Contractor ~~shall~~ **may** provide written document translation services for ~~a minimum of 10~~ Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical

Proposal (See Sections 3.4.4.3.7 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(3) – References – Additional Languages / Dialects.

~~2.4.4.2 At least 10 non Core Languages and dialects, as identified in the Contractor’s Technical Proposal, shall be Continuously Available.~~

~~2.4.4.3 Additional non Core Languages and dialects as identified in the Contractor’s Technical Proposal, that are not Continuously Available may, also be provided.~~

22. Revise 2.4.4.4 to become 2.4.4.2 and 2.4.4.5 to become 2.4.4.3 on page 19, as follows:

~~2.4.4.4 Upon notice to the Contract Administrator, the Contractor may agree to provide written document interpreter services in excess of what is described in its Technical Proposal.~~

Becomes,

2.4.4.2 Upon notice to the Contract Administrator, the Contractor may agree to provide written document interpreter services in excess of what is described in its Technical Proposal.

~~2.4.4.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.~~

Becomes,

2.4.4.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

23. Revise 2.4.5 on page 19, as follows:

2.2.7 **Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative** the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. **For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.**

NOTE: 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.

24. Revise 2.5.1.1 on page 19, as follows:

2.5.1.1 Telephone language interpretation service will be billed in sixty (60) second or one (1) minute increments during both Standard Hours and Non-Standard Hours. **If the call is over one (1) minute, the call shall be billed to include the additional minute.**

25. Revise 2.5.2.6 on page 20, as follows:

2.5.2.6 When more than one interpreter is available for an assignment, the Contractor shall assign ~~the interpreter closest to the site where services are needed~~ **an interpreter for whom travel is not billable (i.e. one within 20 miles of on-site location) over one for which travel will be billable,** unless **(a)** a specific interpreter is requested by the Requesting Agency or Requesting Entity **or (b) the Contractor determines that a travel-billable interpreter is better qualified to provide on-site interpretation services for the requested language. The Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel charges will not be paid.**

26. Revise 2.5.2.7 on page 20, as follows:

2.5.2.7 At the time of assignment, the Contractor will be notified whether the assignment is for a specific activity or an identified timeframe (i.e. from 9 a.m. to 12 p.m.). If the assignment is for a specific activity, the billing as described in 2.5.2.1, 2.2 or 2.3, as appropriate shall apply. If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e. 30, 40 or 60 minutes). For a defined timeframe assignment, the Requesting Agency or Requesting Entity reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location; **i.e. identified timeframe will not involve multiple two (2) hour minimum billable periods.** [For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for On-Site interpreters will be for the duration of the identified timeframe, the initial 2 hour period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10th of an hour increments, less a lunch period.

27. Revise 2.5.3.1 on page 20, and delete 2.5.3.3 and 2.5.3.4 on page 20, as follows:

2.5.3.1 Written document language translation service will be billed at ~~a minimum increment of one (1) page for the first page and every half (1/2) page thereafter (half the per page price).~~ Overall pricing for written document translation will be based on the number of output pages produced. **the per word rate from Attachment E – Financial Proposal Form.**

~~2.5.3.3 If the written document being translated is a tri-fold brochure, pamphlet, signage, etc. (not a straight text document), for each section that is **less than 50 words**, billing will occur at the respective per word rate from Attachment E – Financial Proposal Form. For each section that is **more than 50 words**, billing will occur at the page or 1/2 page rate from Attachment E – Financial Proposal Form.~~

~~2.5.3.4 All other written requests being translated will be billed as indicated in 2.5.3.1 above.~~

28. Revise 2.5.5.1 on page 21, as follows:

2.5.5.1 The ~~Offeror~~ **Contractor** may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services.

29. Add to 2.5.5 (as 2.5.5.3) on page 21, as follows:

2.5.5.3 All invoicing/billing is to be sent directly to the respective Requesting Agency or Requesting Entity for which services were provided during the billing period.

30. Add to 2.6.1 (as 2.6.1.3) on page 21, as follows:

2.6.1.3 The Contractor shall describe additional reporting capability(s) in their technical proposal; i.e. summary reports for number/timeframe/day of week of requests received; during standard/non-standard hours, for expedited/critical on-site requests, for expedited written requests, during observed holidays, for routine on-site requests, for routine written requests, etc.

31. Replace in 2.6.2.1 on page 21 and 2.6.3.1 on page 23, as follows:

- ~~▪ First and Last Name of Person Being interpreted~~
- **Phone number calling from and to**

32. Revise 2.8 on page 26, as follows:

2.8 The Offeror shall assign a Contractor Representative who will be responsible for the Contractor's daily management and administrative functions of the Contract. **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.**

33. Revise 2.12.1 on page 27, as follows:

2.12.1 Contract Start-up

The Contractor shall provide user registration upon award of the Contract ~~period~~. Upon Contract award, the Department (**Contractor Administrator**) will provide registration information as contained in the Contractor's technical proposal, to include contact name, telephone number and mailing address (regular and email address) to existing and prospective users. This information will be provided through outreach efforts referenced in Section 2.1.3 to State of Maryland agencies and non-State of Maryland government entities for purposes of new user account enrollment. All users who provide registration information at least 3 business days prior to the commencement date of March 1, 2007 shall be registered as of the commencement date. Users registering less than ~~2 business days~~ **3 business days** prior to the start of the Contract shall be registered within ~~2 business days~~ **3 business days** from ~~its~~ **this** date of registration. The user registration next-day requirement referenced in Sections 2.2.5, 2.3.6 and 2.4.5 applies to new users who register **after** the Contract commencement date of March 1, 2007.

34. Delete from 3.4.3 on page 29, as follows:

~~▪ Non-Disclosure Agreement (Attachment F)~~

35. Revise 3.5(B) in each service category on page 38/39, as follows:

For Service Category I (Telephonic Interpretation Services)

~~B. The per minute price for the required additional 10 non-Core Languages cannot exceed the average price of the core language interpretation by more than 5%.~~

For Service Category II (On-Site Interpretation Services)

Replace

~~B. The hourly price for the required additional 10 Non-Core Languages (the minimum of 10 described in Section 3.4.5.2) cannot exceed the average price for Routine On-Site interpretation by more than 5% and Expedited and Critical On-Site interpretation by more than 10%.~~

With,

B1. The hourly price for the ~~required~~ additional ~~10~~ non-Core Languages **for Expedited On-Site** cannot exceed the average price of the core ~~language interpretation~~ **Routine On-site price** by more than 5% **50%**.

B2. The hourly price for the ~~required~~ additional ~~10~~ non-Core Languages **for Critical On-Site** cannot exceed the average price of the core ~~language interpretation~~ **Routine On-site price** by more than 5% **100%**.

For Service Category III (Written Document Translation Services)

A. The ~~per page and~~ per word price for providing Written Document Translation Services for all Core Languages, Non-Core Languages and all Additional Languages and Dialects that are (and are not) Continuously Available, shall be as provided in Attachment E, Financial Proposal Form – Written Document Translation Services.

~~B. The per page price for the required additional 10 non-Core Languages cannot exceed the average price of the core language interpretation by more than 5%.~~

36. Revise 4.5.3 on page 43, as follows:

4.5.3 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contracts to the responsible Offeror in each service category whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP; two (2) most advantageous Offerors in Service Category II. In making the most advantageous Offeror determination, ~~price~~ **technical** factors will be given greater weight than ~~technical~~ **price** factors.

37. Revise Section 4.2 (Consideration and Payment) of Attachment A on page 47, as follows:

4.2 The Contractor(s) shall invoice each individual requesting agency or non-State of Maryland government entity for receipt of payment. Payments from State of Maryland agencies or non-State of Maryland government entities to the Contractor shall be made no later than thirty (30) days after the requesting State agency or non-State of Maryland government entity's receipt of a proper invoice for services provided by the Contractor, acceptance by the requesting agency or non-State of Maryland government entity of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered shall include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract ~~Manager~~ **Administrator**. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

38. Revise Section 5.3 (Rights to Records) of Attachment A on page 48, as follows:

5.3 The Contractor shall report to the Contract ~~Manager~~ **Administrator**, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

39. Revise Section 9 (Loss of Data) of Attachment A on page 49, as follows:

9 In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract ~~Manager~~ **Administrator**. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

40. Revise Section B (Additional Languages and Dialects) of Attachments J&K Instruction form on page 90, as follows:

Using as many copies of the attached pages (Attachment K1, K2 and K3) as necessary, provide (no more than) three (3) references within the past three years for **each** Continuously Available Additional Languages and Dialects ~~(minimum of 10)~~ for all of the Service Category(s) for which services are being proposed.

41. Revise the footer for Attachment E – Financial Proposal Form (On-Site Interpretation Services) on pages 78 and 79, as indicated on the attached pages.

42. Revise Attachment E – Financial Proposal Form (Written Document Translation Services) on pages 80 and 81, as indicated on the attached pages.

43. Revise Attachment H, Sections 3.4.3 and 3.4.7, on pages 87 and 88, as indicated on the attached pages.

Proposals will be due on Monday, December 11, 2006 no later than 2:00 p.m. Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7374 as soon as possible.

Date Issued: November 16, 2006

By: <signed>
Andrea R. Lockett
Procurement Officer

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES:

Description of Services Year 1	<u>Core Languages</u> Routine	<u>Core Languages</u> Expedited	<u>Core Languages</u> Critical	<u>Non-Core Languages</u> Routine	<u>Non-Core Languages</u> Expedited *	<u>Non-Core Languages</u> Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 (A*B=C)						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 (D*E=F)						
[G] Summarized Total 3 (C+F=G)						

Description of Services Year 2	<u>Core Languages</u> Routine	<u>Core Languages</u> Expedited	<u>Core Languages</u> Critical	<u>Non-Core Languages</u> Routine	<u>Non-Core Languages</u> Expedited *	<u>Non-Core Languages</u> Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 (A*B=C)						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 (D*E=F)						
[G] Summarized Total 3 (C+F=G)						

Description of Services Year 3	<u>Core Languages</u> Routine	<u>Core Languages</u> Expedited	<u>Core Languages</u> Critical	<u>Non-Core Languages</u> Routine	<u>Non-Core Languages</u> Expedited *	<u>Non-Core Languages</u> Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 (A*B=C)						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 (D*E=F)						
[G] Summarized Total 3 (C+F=G)						

* Expedited rate for additional non-Core Languages cannot exceed core Routine rate by more than 5% 50%.

** Applies only to continuously available non-core languages. ** Critical rate for additional non-Core Languages cannot exceed core Expedited and Critical Routine rates by more than 10% 100%.

FINANCIAL PROPOSAL FORM

ON-SITE INTERPRETATION SERVICES (continued):

Description of Services Year 4	<u>Core Languages</u> Routine	<u>Core Languages</u> Expedited	<u>Core Languages</u> Critical	<u>Non-Core Languages</u> Routine	<u>Non-Core Languages</u> Expedited *	<u>Non-Core Languages</u> Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 (A*B=C)						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 (D*E=F)						
[G] Summarized Total 3 (C+F=G)						

Description of Services Year 5	<u>Core Languages</u> Routine	<u>Core Languages</u> Expedited	<u>Core Languages</u> Critical	<u>Non-Core Languages</u> Routine	<u>Non-Core Languages</u> Expedited *	<u>Non-Core Languages</u> Critical **
[A] Standard Hourly Rate						
[B] Estimated Quantity of Hours	6,000	500	300	2,500	300	50
[C] Extended Total 1 (A*B=C)						
[D] Non-Standard Hourly Rate						
[E] Estimated Quantity of Hours	1,000	200	200	1,000	200	50
[F] Extended Total 2 (D*E=F)						
[G] Summarized Total 3 (C+F=G)						

[The Total Estimated Price per year is the sum of the columns on Line G]

Total Estimated Price Year 1: \$ _____
 Total Estimated Price Year 2: \$ _____
 Total Estimated Price Year 3: \$ _____
 Total Estimated Price Year 4: \$ _____
 Total Estimated Price Year 5: \$ _____

NOTE: The ALL quantities listed above are estimates for bidding purposes only and are not guaranteed amounts.

TOTAL EVALUATED PRICE \$ _____

Note: This is the price that will be compared among on-site services Offerors in making the determination of the most advantageous offer.

<u>Item</u>	<u>Unit Price (A)</u> <i>per pack/quantity of 25</i>	<u>Estimated Quantity (B)</u>	<u>Total (A*B)</u>
"Point-To-Your-Language" Cards		25 <u>10</u>	

Authorized Signature _____	Date _____	Company Name & Address _____
Printed Name and Title _____		
() - / () - _____		
Phone # & Fax # _____		Company Federal Tax ID # _____

* Expedited rate for additional non-Core Languages cannot exceed core Routine rate by more than 5% 50%.

** Applies only to continuously available non-core languages. ** Critical rate for additional non-Core Languages cannot exceed core Expedited and Critical Routine rate s by more than 10% 100%.

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES:

<u>Description of Services</u> Year 1	<u>Core Languages</u>	<u>Non-Core Languages</u> <u>Continuously Available</u>	<u>Non-Core Languages</u> <u>NOT</u> <u>Continuously Available</u>
[A] Expedited Per Page <u>Word</u> Rate			
[B] Estimated Quantity of Pages <u>Words</u>	820	360	100
[C] Extended Total 1 (A*B=C)			
[D] Non-Expedited Per Page <u>Word</u> Rate			
[E] Estimated Quantity of Pages <u>Words</u>	820	360	100
[F] Extended Total 2 (D*E=F)			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 (G*H=I)			
[J] Summarized Total 4 <u>3</u> (C+F+I=J)			

<u>Description of Services</u> Year 2	<u>Core Languages</u>	<u>Non-Core Languages</u> <u>Continuously Available</u>	<u>Non-Core Languages</u> <u>NOT</u> <u>Continuously Available</u>
[A] Expedited Per Page <u>Word</u> Rate			
[B] Estimated Quantity of Pages <u>Words</u>	820	360	100
[C] Extended Total 1 (A*B=C)			
[D] Non-Expedited Per Page <u>Word</u> Rate			
[E] Estimated Quantity of Pages <u>Words</u>	820	360	100
[F] Extended Total 2 (D*E=F)			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 (G*H=I)			
[J] Summarized Total 4 <u>3</u> (C+F+I=J)			

<u>Description of Services</u> Year 3	<u>Core Languages</u>	<u>Non-Core Languages</u> <u>Continuously Available</u>	<u>Non-Core Languages</u> <u>NOT</u> <u>Continuously Available</u>
[A] Expedited Per Page <u>Word</u> Rate			
[B] Estimated Quantity of Pages <u>Words</u>	820	360	100
[C] Extended Total 1 (A*B=C)			
[D] Non-Expedited Per Page <u>Word</u> Rate			
[E] Estimated Quantity of Pages <u>Words</u>	820	360	100
[F] Extended Total 2 (D*E=F)			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 (G*H=I)			
[J] Summarized Total 4 <u>3</u> (C+F+I=J)			

NOTE - The 1/2 page rate will be calculated as one-half the per page rate.

FINANCIAL PROPOSAL FORM

WRITTEN DOCUMENT TRANSLATION SERVICES:

<u>Description of Services</u> Year 4	<u>Core Languages</u>	<u>Non-Core Languages</u> <u>Continuously Available</u>	<u>Non-Core Languages</u> <u>NOT</u> <u>Continuously Available</u>
[A] Expedited Per Page <u>Word</u> Rate			
[B] Estimated Quantity of Pages <u>Words</u>	820	360	100
[C] Extended Total 1 (A*B=C)			
[D] Non-Expedited Per Page <u>Word</u> Rate			
[E] Estimated Quantity of Pages <u>Words</u>	820	360	100
[F] Extended Total 2 (D*E=F)			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 (G*H=I)			
[J] Summarized Total 4 3 (C+F+I=J)			

<u>Description of Services</u> Year 5	<u>Core Languages</u>	<u>Non-Core Languages</u> <u>Continuously Available</u>	<u>Non-Core Languages</u> <u>NOT</u> <u>Continuously Available</u>
[A] Expedited Per Page <u>Word</u> Rate			
[B] Estimated Quantity of Pages <u>Words</u>	820	360	100
[C] Extended Total 1 (A*B=C)			
[D] Non-Expedited Per Page <u>Word</u> Rate			
[E] Estimated Quantity of Pages <u>Words</u>	820	360	100
[F] Extended Total 2 (D*E=F)			
[G] Per Word Rate			
[H] Estimated Quantity of Words	5,000	1,000	5,000
[I] Extended Total 3 (G*H=I)			
[J] Summarized Total 4 3 (C+F+I=J)			

[The Total Estimated Price per year is the sum of the columns on Line J]

Total Estimated Price Year 1: \$ _____
 Total Estimated Price Year 2: \$ _____
 Total Estimated Price Year 3: \$ _____
 Total Estimated Price Year 4: \$ _____
 Total Estimated Price Year 5: \$ _____

NOTE: The quantities listed above are estimates for bidding purposes only and are not guaranteed amounts.

TOTAL EVALUATED PRICE \$ _____

Note: This is the price that will be compared among written document services Offerors in making the determination of the most advantageous offer.

Authorized Signature _____	Date _____	Company Name & Address _____
Printed Name and Title _____		
() - / () - _____		
Phone # & Fax # _____	Company Federal Tax ID # _____	

NOTE – The 1/2 page rate will be calculated as one-half the per page rate.

ATTACHMENT H – PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Were an unbound original and six copies of the Vol I- Technical Proposal submitted?		
3.2	Was an electronic version submitted in MS Word or Excel format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol II?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were proposal pages numbered consecutively?		
3.4.1	(If the Offeror submitted a proposal for more than one service category) Did the Offeror submit 1 complete package entitled “Complete Proposal” and a separate proposal for each additional service category?		
3.4.2	Was there a letter which transmitted the technical proposal and acknowledged the receipt of addenda. Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.4.3	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B), Certified MBE Utilization and Fair Solicitation Affidavit (Atch D-1), and MBE Participation Schedule (Atch D-2) and Non-Disclosure Agreement (Atch F) with original of technical proposal? Were all the blocks filled in and were the Affidavits signed?		
3.4.4	Were proposals numbered to match numbering in RFP?		
3.4.4.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the technical proposal? Was confidential information identified after title page of technical proposal?		
3.4.4.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.4.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments? (Warning— Exceptions may result in proposal being rejected)		
3.4.4.2	If there are no exceptions, does the executive summary so state?		
3.4.4.3	Does Offeror Exp & Capabilities info include overview, org		

	chart, 3 references and a list of State of Maryland Contracts currently performing or completed within the last 5 years?		
3.4.4.3.5 3.4.4.3.6 3.4.4.3.7	Does Offeror Exp & Capabilities info include Telephonic References – Core Languages [Atch J(1) <i>if proposing for Service Category I</i>], On-Site References – Core Languages [Atch J(2) <i>if proposing for Service Category II</i>], Written Document References – Core Languages [Atch J(3) <i>if proposing for Service Category III</i>], References – Additional Languages / Dialects [Atch K(1) <i>if proposing for Service Category I</i>], References – Additional Languages / Dialects [Atch K(2) <i>if proposing for Service Category II</i>], and References – Additional Languages / Dialects [Atch K(3) <i>if proposing for Service Category III</i>]?		
3.4.5	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements?		
3.4.6	Did the Offeror address each applicable criterion in the Problem Reporting and Coordination Procedures?		
3.4.7	Did the Offeror address each applicable criterion in the General Requirements <u>Reporting/Training</u> ?		
3.4.8	Did the Offeror address each applicable criterion in the Billing Resolution?		
3.4.9	Did the Offeror address each applicable criterion in the Assignment of Contractor Representative?		
3.4.10-13	Did the Offeror submit financial statements, certificates of insurance, economic benefit factors, and subcontractor info?		
3.5	Were an unbound original and six copies of the Vol II-Financial Proposal submitted?		
3.5	Was an electronic version submitted in MS Word or Excel format for Vol II enclosed in the original copy of the Financial Proposal?		