

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION – THE OHIO DEPARTMENT OF EDUCATION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: TERM CONTRACT - Educational Documents Translation Services

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 12 months, effective 07/01/11 through 06/30/12.

Please remove pages 1 through 4 of the current contract and replace with the attached pages. The negotiated renewal terms and pricing provisions include contract clarification points and renewal term pricing effective July 1, 2011.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Dana L. King, CPPB
dana.king@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

0000160679

aLanguage Bank
159 W. 25th Street, 6th Floor
New York, NY 10001

e-mail: ChrisC@aLanguageBank.com



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: EDUCATIONAL DOCUMENTS TRANSLATION SERVICES

CONTRACT NUMBER: CSP902109

EFFECTIVE DATES: 10/22/08 TO 06/30/11

Renewal through 06/30/12

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902109 that opened on 08/15/08. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

The agency listed herein is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Education as applicable.

Questions regarding this and/or the Services Contract may be directed to:

Dana King, CPPB
dana.king@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

*

CONTRACT REQUIREMENT SYNOPSIS. This section gives only a summary of the Project requirements and the Contractor's responsibilities.

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contactors' Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Contractors' Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
2. The ODE and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. The initial term of the Contract shall be through June 30, 2011. The State may renew this contract for three (3) additional extensions of one (1) year; subject to and contingent upon the availability of funds with a maximum duration of June 30, 2014. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of Ohio Department of Education.

SPECIFIC CONTRACTOR RESPONSIBILITIES. The Contractor shall:

1. Provide high quality educational document translation into Arabic, Cambodian/Khmer, Chinese-Simplified, Chinese-Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian and Vietnamese, as well as translations of additional documents on an as-needed basis potentially in additional languages (Albanian, Amharic, ~~Cantonese~~, Creole/French, Hmong, Laotian, Serbo-Croatian) over the course of the Contract.
2. Provide desktop publishing/design that maintains consistency of look between the original document and the translation. The text and the physical appearance must adhere to the Ohio Department of Education's identity and style standards.
3. Provide revisions, modifications, or customizations to translations that have already been completed by the Contractor.
4. Provide rush services at the request of ODE.
5. Provide comprehensive project management services for the translation process including writing/rewriting in foreign languages; editing; proofreading; quality control; and desktop publishing or design and layout in Microsoft Word, with Quark Express or Indesign (as specified for each document) and in Adobe Portable Document Format (pdf).
6. Provide a Project Manager to serve as a single point of contact with the Client to ensure a streamlined process and approach. The Project Manager must have:
 - a. Specific experience with educational documents translation services.
 - b. A Bachelors Degree, as a minimum.

The project management fee is included in the average cost per word should the source and deliverable be in text or Word format.

4. Employ bilingual language experts certified by a professional organization, such as the American Translators Association, or who have received rigorous training and testing by the Contractor. The state of Ohio reserves the right to decide whether the individual's qualifications meet the appropriate standards.

* Indicates the inclusion of contract clarification points.

MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS (including the renewal negotiations which concluded on May 24, 2011).

1. Quality Assurance/Quality Control (QA/QC). The Contractor shall include an additional step of QA parent review. The final review of all of the Contractor's translations shall include a review by a "parent figure" to ensure the language is straightforward and easily understood.
2. The Contractor shall provide ODE with a template letter for ODE's senior level management to distribute to their staff to make them aware of the services available on this Contract and accommodate more strategic sourcing for this type of service across all ODE Agency stakeholders and/or program areas.
3. Cultural consultation is considered part of the Contractor's extended services to help clients better understand a particular ethnic group. It normally takes place in the form(s) of: research, survey, and focus group study; allowing the Contractor to collect unique insights from the target audience. Seasoned and multi-cultural project managers normally will share their experiences and insights with the Clients they serve free of charge. This particular task item will only be applicable when the Contractor is commissioned to conduct customized research or surveys. Based on the Contractor's expertise in this field, it is predicted that this type of service is normally needed when the Client is trying to draft/develop any communication campaign targeting a specific ethnic group, collect preliminary responses for a translated message, or design a focus group study.
4. The Contractor's language skills evaluation service, BilingualBility™, is designed to provide a standardized evaluation process for bilingual speakers' oral proficiency in English and a foreign language.

BilingualBility™ is a customizable testing process. As such, the Contractor can assure the State that the testing materials are modified and based on each client's unique requirements as well as incorporating the specific terminologies to meet the desired expectations. A series of conference calls or meetings will have to take place before finalizing the testing materials for each client's specific needs. The \$800 charge for each language as indicated on the Cost Summary) represents the cost to get the testing materials ready for each new test.

The testing process includes an on-line platform with the capability of authenticating the identity of the tested candidate. Participants are enabled to sign-up for the test remotely, and take the test via Web cam.

5. The translation memory fee is associated with the maintenance of the existing translation memory. The Contractor's translation process includes client's review. The Contractor's project manager will update the translation memory based on the latest comments they receive to ensure the database stays current at all times.
6. The HTML programming component is only applicable when the translation services are needed for Web Site or HTML format.
7. Revisions, modifications, and customizations (see Items 3 and 4 on the Cost Summary pages) are defined as "revisions, modifications, or customizations to language translations that have already been completed by the Contractors. Therefore, the Contractor shall review or authenticate the received translation in order to ensure the translated version will the Client's expectation after the revisions, modifications, or customizations are integrated.
8. The repetition rate is a discounted rate the Contractor applies to the "new translations" based on the repetition inside the source content. With the assistance of the Trados software, the Contractor shall analyze the source file before starting the translation and identify the repetition rate within the source text, and provide the Client with a discounted rate.
9. After the initial project estimate and through the first round of client review, minimum charges will not be applied for added services, such as the addition to or the revision of the source text. These services will be charged to the Client at the applicable per revision rate as it appears within the current price schedule.
10. Stylistic and/or language revisions to the translated text will be implemented free of charge through the first round of client review.

* Indicates the inclusion of contract clarification points.

*

11. Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:
 - a. Weekly or Monthly conference calls or face-to-face meetings to discuss activities may be required.
 - b. Immediate Reporting – The project manager (or acceptable designee) must immediately report any certified Project Team staffing changes to the Agency Project Representative (See: Attachment Three: Part Two: Replacement Personnel).
12. Project Reports. The Contractor shall provide ODE with an expected turn-around time for each document translation request. In the event that the time taken to translate a document exceeds the estimated turn-around time, the Contractor will provide the appropriate ODE contact with the reason for the delay and an update on the expected date and time of completion.

* Indicates the inclusion of contract clarification points.

COST SUMMARY

(FOR THE RENEWAL TERM 07/01/11 – 06/30/12)

(Page 1 of 3)

TITLE: Educational Document Translation Services
 RFP Number: CSP902019
 INDEX Number: EDU076
 UNSPSC Number: 82111804

Contractor's "Not to Exceed Cost Per Word".

1. Indirect cost rates are not permissible.
2. There is no reimbursement for travel and other related expenses.
3. The State will not be liable for any costs the Contractor incurs that are not identified in this Contract.

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
1. Mandatory Document Translation Services – Educational Documents cost per word (must include Project Management Services).	Arabic,	\$0.28	\$0.25
	Cambodian/Khmer,	\$0.28	
	Chinese-Simplified,	\$0.20	
	Chinese-Traditional,	\$0.20	
	Japanese,	\$0.28	
	Korean,	\$0.28	
	Russian,	\$0.24	
	Spanish,	\$0.19	
	Somali,	\$0.31	
	Ukrainian,	\$0.24	
Vietnamese	\$0.28		
2. Additional Document Translation Services – Educational Documents cost per word (must include Project Management Services).	Albanian,	\$0.24	\$0.28
	Amharic,	\$0.31	
	Cantonese,		
	Creole/French,	\$0.22	
	Hmong,	\$0.31	
	Laotian,	\$0.31	
	Serbo-Croatian	\$0.29	
	Others	\$0.31	
3. Revisions, modifications, or customizations to language translations that have already been completed by the Contractor.	Arabic,	\$0.11	\$0.11
	Cambodian/Khmer,	\$0.11	
	Chinese-Simplified,	\$0.11	
	Chinese-Traditional,	\$0.11	
	Japanese,	\$0.11	
	Korean,	\$0.11	
	Russian,	\$0.11	
	Spanish,	\$0.11	
	Somali,	\$0.11	
	Ukrainian,	\$0.11	
	Vietnamese	\$0.11	

* Indicates the inclusion of renewal term pricing negotiations effective July 1, 2011.

COST SUMMARY

(FOR THE RENEWAL TERM 07/01/11 – 06/30/12)

(Page 2 of 3)

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
4. Revisions, modifications, or customizations to language translations that have already been completed by the Contractor.	Albanian, Amharic, Cantonese, Creole/French, Hmong, Laotian, Serbo-Croatian Others	\$0.11 \$0.11 \$0.11 \$0.11 \$0.11 \$0.11 \$0.11 \$0.11	\$0.11
5. Two (2) Day Rush Services (at ODE request only) specify all additional charges.	Arabic, Cambodian/Khmer, Chinese-Simplified, Chinese-Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	\$0.33 \$0.33 \$0.24 \$0.24 \$0.33 \$0.33 \$0.28 \$0.22 \$0.36 \$0.28 \$0.33	\$0.30
6. Two (2) Day Rush Services (at ODE request only) specify all additional charges.	Albanian, Amharic, Cantonese, Creole/French, Hmong, Laotian, Serbo-Croatian Others	\$0.28 \$0.36 \$0.26 \$0.36 \$0.36 \$0.34 \$0.36	\$0.33
7. Seven (7) Day Rush Services (at ODE request only) specify all additional charges.	Arabic, Cambodian/Khmer, Chinese-Simplified, Chinese-Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	\$0.31 \$0.31 \$0.22 \$0.22 \$0.31 \$0.31 \$0.26 \$0.20 \$0.33 \$0.26 \$0.31	\$0.28

* Indicates the inclusion of renewal term pricing negotiations effective July 1, 2011.

COST SUMMARY

(FOR THE RENEWAL TERM 07/01/11 – 06/30/12)

(Page 3 of 3)

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
8. Seven (7) Day Rush Services (at ODE request only) specify all additional charges.	Albanian,	\$0.26	\$0.30
	Amharic,	\$0.33	
	Cantonese,	\$0.24	
	Creole/French,	\$0.33	
	Hmong,	\$0.33	
	Laotian,	\$0.31	
	Serbo-Croatian Others	\$0.33	
Total of Average Cost (TAC) Per Word			\$1.96

Cost is reflected in U.S. Dollars

Additional Pricing Information

Task Items	Unit Price
On-site Consecutive Interpretation (Spanish)**	\$75/per hour
On-site Consecutive Interpretation**	\$90/per hour
Pre-Scheduled over-the-phone interpretation (Spanish)***	\$70/per hour
Pre-Scheduled over-the-phone interpretation**	\$88/per hour
Project Management****	\$110/per hour
Cultural Consultation	\$120/per hour
Language Skills Evaluation*****	\$125/per person
Translation Memory Management	\$90/per hour
Graphic Design/Desktop Publishing	\$68/per hour
HTML programming	\$120/per hour
Repetition	30% of the original per word rate
100% Match	No Charge
95%+ Fuzzy Matches	10% of the original per word rate
75%+ Fuzzy Matches	30% of the original per word rate
50%+ Fuzzy Matches	50% of the original per word rate

Cancellation Policy. Cancellations shall be made at least 48 hours before the assignment to avoid the minimum charge.

* Indicates the inclusion of renewal term pricing negotiations (reduction in pricing from \$2.75 to \$1.96 total of Average Cost per Word) effective July 1, 2011.

** The minimum order for each on-site interpretation service is two hours with 30 minutes increment (round up to the next half an hour) after the first two hours.

*** The minimum order for over-the-phone interpretation service is one hour.

**** The average cost for Project Management is between 12%-18% of the total project.

***** There is an \$800 set-up fee for developing customized testing materials for each new language requested for this service.

COST SUMMARY

(FOR THE INITIAL TERM 10/22/08 – 06/30/11)

(Page 1 of 3)

TITLE: Educational Documents Translation Services

RFP Number: CSP902109

INDEX Number: EDU076

UNSPSC Number: 82111804

OAKS ID: 14719

Contractor's "Not to Exceed Cost".

1. There is no reimbursement for travel and other related expenses.
2. The State will not be liable for any costs the Contractor incurs that are not identified in this Contract.

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
1. Mandatory Document Translation Services – Educational Documents cost per word (must include Project Management Services).	Arabic, Cambodian/Khmer, Chinese- Simplified, Chinese- Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	\$ 0.34 \$ 0.35 \$ 0.34 \$ 0.34 \$ 0.34 \$ 0.34 \$ 0.30 \$ 0.23 \$ 0.38 \$ 0.30 \$ 0.34	\$ 0.33
2. Additional Document Translation Services – Educational Documents cost per word (must include Project Management Services).	Albanian, Amharic, Cantonese, Creole/French, Hmong, Laotian, Serbo-Croatian, Others	\$ 0.30 \$ 0.38 \$ 0.28 \$ 0.38 \$ 0.38 \$ 0.30 \$ 0.38	\$ 0.34
3. Revisions, modifications or customizations to language translations that have already been completed by the Contractor.	Arabic, Cambodian/Khmer, Chinese- Simplified, Chinese- Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	\$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11 \$ 0.11	\$ 0.11

COST SUMMARY

(FOR THE INITIAL TERM 10/22/08 – 06/30/11)

(Page 2 of 3)

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
4. Revisions, modifications or customizations to translations that have already been completed by the Contractor.	Albanian, Amharic, Cantonese, Creole/French, Hmong, Laotian, Serbo-Croatian, Others	<u>\$ 0.11</u> <u>\$ 0.11</u> <u>_____</u> <u>\$ 0.11</u> <u>\$ 0.11</u> <u>\$ 0.11</u> <u>\$ 0.11</u> <u>\$ 0.11</u>	<u>\$ 0.11</u>
5. Two (2) Day Rush Services (at ODE request only) specify all additional charges.	Arabic, Cambodian/Khmer, Chinese- Simplified, Chinese- Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	<u>\$ 0.48</u> <u>\$ 0.50</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.45</u> <u>\$ 0.45</u> <u>\$ 0.28</u> <u>\$ 0.50</u> <u>\$ 0.45</u> <u>\$ 0.48</u>	<u>\$ 0.46</u>
6. Two (2) Day Rush Services (at ODE request only) specify all additional charges.	Albanian, Amharic, Cantonese, Creole/French, Hmong, Laotian, Serbo-Croatian, Others	<u>\$ 0.45</u> <u>\$ 0.50</u> <u>_____</u> <u>\$ 0.42</u> <u>\$ 0.50</u> <u>\$ 0.50</u> <u>\$ 0.45</u> <u>\$ 0.50</u>	<u>\$ 0.47</u>
7. Seven (7) Day Rush Services (at ODE request only) specify all additional charges.	Arabic, Cambodian/Khmer, Chinese- Simplified, Chinese- Traditional, Japanese, Korean, Russian, Spanish, Somali, Ukrainian, Vietnamese	<u>\$ 0.48</u> <u>\$ 0.50</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.48</u> <u>\$ 0.45</u> <u>\$ 0.45</u> <u>\$ 0.28</u> <u>\$ 0.50</u> <u>\$ 0.45</u> <u>\$ 0.48</u>	<u>\$ 0.46</u>

COST SUMMARY

(FOR THE INITIAL TERM 10/22/08 – 06/30/11)

(Page 3 of 3)

DESCRIPTION	LANGUAGES	NOT TO EXCEED COST PER WORD	AVERAGE COST PER WORD
8. Seven (7) Day Rush Services (at ODE request only) specify all additional charges.	Albanian,	\$ 0.45	\$ 0.47
	Amharic,	\$ 0.50	
	Cantonese,		
	Creole/French,	\$ 0.42	
	Hmong,	\$ 0.50	
	Laotian,	\$ 0.50	
	Serbo-Croatian, Others	\$ 0.45 \$ 0.50	
Total of Average Cost (TAC) Per Word			\$ 2.75
		NOT TO EXCEED COST PER HOUR	
9. Desktop Publishing and Design (as needed).		\$ 68.00	

Costs are reflected in U.S. Dollars

Additional Pricing Information

Task Items	Unit Price
On-site Consecutive Interpretation (Spanish)***	\$75/per hour
On-site Consecutive Interpretation***	\$90/per hour
Pre-Scheduled over-the-phone interpretation (Spanish)****	\$70/per hour
Pre-Scheduled over-the-phone interpretation****	\$88/per hour
Project Management**	\$110/per hour
Cultural Consultation	\$120/per hour
Language Skills Evaluation*****	\$125/per person
Translation Memory Management	\$90/per hour
Graphic Design/Desktop Publishing	\$68/per hour
HTML programming	\$120/per hour
Repetition	30% of the original per word rate
100% Match	No Charge
95%+ Fuzzy Matches	10% of the original per word rate
75%+ Fuzzy Matches	30% of the original per word rate
50%+ Fuzzy Matches	50% of the original per word rate

*The average cost for Project Management is between 12%-18% of the total project.

** The minimum order for each on-site interpretation service is two hours with 30 minutes increment (round up to the next half an hour) after the first two hours.

***The minimum order for over-the-phone interpretation service is one hour.

****There is an \$800 set-up fee for developing customized testing materials for each new language requested for this service.

CONTRACTOR INDEX

* CONTRACTOR AND TERMS:

0000160679
aLanguage Bank
159 W. 25th Street, 6th Floor
New York, NY 10001

CONTRACT NO.: CSP902109-1 (06/30/12)

CONTRACTOR'S CONTACT:

Mr. Christopher Carter, General Manager
aLanguage Bank

TERMS: Net 30 Days

Phone: (212) 653-8652
Fax: (212) 343-2940

E-mail: ChrisC@aLanguageBank.com

* Indicates a change a contract expiration date

*

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	06/06/11	To indicate mutual agreement for contract renewal July 1, 2011 through June 30, 2012 and the inclusion of contract clarification points and renewal term pricing negotiations effective July 1, 2011.

* Indicates the addition of the Summary of Amendments page.