



Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

September 24, 2010

Re: 10RFP74274A-CC Sign Language Interpreter Services

Dear Proposers:

Attachment I is one (1) copy of Addendum 4, hereby made a part of the above referenced Request for Proposal (RFP).

Attachment II is "Responses To Questions", submitted by interested vendors.

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

Cheryl Cochran

Chief Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



**10RFP74274A-CC Sign Language Interpreter Services
Addendum No. 4**

ATTACHMENT I

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The due date and time specified in the above referenced RFP remains is changed from **Thursday, September 30, 2010 11:00 AM** local prevailing time to **Thursday, October 7, 2010 local prevailing time**.

The County will not respond to requests, oral or written received after Tuesday, **September 28, 2010 at 5:00 P.M** local prevailing time.

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned proposer acknowledges receipt of this addendum by returning one (2) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, SW, Atlanta, Georgia 30303 by the RFP due date and time, **Thursday, October 7, 2010, 11:00 A.M.** local prevailing time.

This is to acknowledge receipt of Addendum No. 4, _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title

**10RFP74274A-CC Sign Language Interpreter Services
Addendum No. 4**

ATTACHMENT II

Responses To Questions Submitted By Interested Vendors

These questions are regarding the responses to questions posed. They relate to the responses provided in Addendum 2, posted 9/21, and to the responses provided in Addendum 3, posted 9/23. It is understood that the question and response period cannot be indefinite, but some of the responses given raise other pertinent questions, or are not understood. Either way, it is not possible to proceed with completion of our proposal without answers to the following questions. We appreciate your consideration.

Regarding the responses to the questions submitted, posted as Addendum 2 on 9/21/10

1. On page 4, response to question 1 regarding audited financial statements:

The question asked if other information could be substituted for audited financial statements. No alternative was given.

We ask that this be reconsidered. We have inquired, and have found that it will cost more than \$2000 to have these produced. This is a tremendous burden for a small business when these are not required for any other aspect of our business.

We understand that the financial responsibility of the vendor is a valuable factor for evaluation, but it seems there should be an alternative to audited financials. And importantly, this is to be an as-if-when needed contract award. The County will not extend the awarded vendor any funds or credit, and there is no obligated amount. The awarded vendor will invoice for payment after services are rendered and interpreters are paid.

Therefore, the financial exposure to the County will be virtually zero. With these issues in mind, please reconsider the option of 3 years of summaries of monthly bank-issued statements **which would verify monthly total income deposited, total expenses paid out, and remaining balance**. Additional information could be 3 years of the company's annual financial report, generated through our existing accounting program showing **total sales, income, expenses, changes from previous year. These two sources of financial information are inter-corroborating, and provide a similar profile of the company's fiscal health and stability as audited statements.**

Response: No. The documents were approved by the Board of Commissioners (BOC) and cannot be substituted at this time.

2. On page 4, response regarding line of credit: Our experience indicates that the County can owe up to \$60, 000 for up to 6 months for interpreting services. Therefore, as no amount was specified for the line of credit, would \$60,000 will be adequate?

Response: Page 26 of the RFP No. 4 specifically states “Identify any evidence of access to a line or letter of credit.” A letter from a bank stating that they will provide your company a line or credit if awarded a contract, is acceptable.

Regarding the responses to the questions submitted, posted as Addendum 2 on 9/21/10

3. It is not clear to what internal form GISN has referred, and the example cited was not included. If this form will be acceptable to the County in lieu of the form required by the RFP, can a copy of this form be posted here in responses to questions?

Response: The form that was in question by an interested proposer is the form included under the RFP with the exception of Fulton County’s name on the top of the form.

4. On page 10, response to a question on Litigation Disclosure:

The question begins: *“Given that first-tier subcontractors (interpreters) must complete the Litigation Disclosure forms...”*

Why would this be the case? Why would the interpreters with whom we contract need to complete this form (Form D – Offeror’s Disclosure Form and Questionnaire)? This form clearly states it is to be for “any employee, agent, or representative of said Offeror”, and surely the interpreters are none of these. This has never been required of contract interpreters in any other RFP process.

Therefore, is it indeed true that this form is to be completed only by the Offeror, their officers, directors, employees, agents, and representatives?

Response: This requirement applies to the prime contractor.

Regarding the responses to the questions submitted, posted as Addendum 3 on 9/23/10

5. On pages 3-4-5, response to questions on Exhibit C

The response to this question indicates a possible misunderstanding. The interpreters with whom we contract are not “Subcontractors” per se. These are individuals, not companies. They do not have their own employees. For example, the response states we are to include

the contact person for each of these. There is no contact person. The interpreters are themselves the contact.

Further, regarding scope of work, they are the interpreters. They provide interpreting. That is the same for each of them. Also, the % of the project each will perform cannot be known. First, there is no obligated amount on the part of the County. Next, each contract interpreter is free to accept or decline any assignment offered.

Finally, the home addresses and phone numbers of our Independent Contractors are not for public sharing. These are all individuals, not companies. This would be an invasion of their privacy. Moreover, this is our proprietary information as these contract interpreters are the major part of our workforce.

Will it suffice to submit a listing of interpreters' names, credentials, and ethnicities?

Response: The interpreters are indeed subcontractors. A subcontractor is an individual or in many cases a business that enters into an agreement to perform part or all of the obligations of another's contract. This is exactly the capacity in which the interpreters will be performing. If the interpreter is the contact person, then you should list them as such.

Note: A response to the following question will be provided under a separate addendum at a later date.

Regarding the responses to the questions submitted, posted as Addendum 2 on 9/21/10

6. On page 7, response to question #6 regarding Georgia Security and Immigration/ Employment Eligibility Verification (EEV)

First, the EEV Program cannot legally be used with respect to Independent Contractors, and it can only be used for new employee hires, not for existing employees. The source of these legal parameters is the federal website for the EEV Program, and its mandatory online training program.

Next, all the interpreters contracting with us are individuals who are Independent Contractors, and who do not have any employees of their own. Their participation in the EEV program is not legally required. Therefore, they cannot complete the subcontractor EEV form.