



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

January 12, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Courtney McCarty  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1**, Effective May 29, 2012  
**CONTRACT NO. GSS11602-TRANSLAT\_OSW**  
On-Site Interpretation and Written Translation Services

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OF  
KEY CONTRACT INFORMATION**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

**2. CONTRACT PERIOD:**

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Each contractor’s contract shall be valid for a one (1) year period from February 1, 2012 through January 31, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

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**SIGN LANGUAGE**

<p>GSS11602-TRANSLAT_OSWV01  <b>Communication Service for the Deaf, Inc.</b>          102 N. Krohn Pl.          Sioux Falls, SD 57103          POC: Lisa Fowler          PH: 605-782-1052          Email: <a href="mailto:lfowler@c-s-d.org">lfowler@c-s-d.org</a>          FSF#: 0000023896</p>	<p>GSS11602-TRANSLAT_OSWV02  <b>Interpreters Unlimited</b>          11199 Sorrento Valley Rd., Suite 203          San Diego, CA 92121          POC: Jennifer Gonzales          PH: 800-726-9891 (Ext. 131)          Email: <a href="mailto:jennifer.gonzales@iugroup.com">jennifer.gonzales@iugroup.com</a>          FSF#: 0000114926</p>	<p>GSS11602-TRANSLAT_OSWV03  <b>Para-Plus Translations, Inc.</b>          430 Clements Bridge Rd.          PO Box 92          Barrington, NJ 08007          POC: Mary Lou Palazzolo          PH: 856-547-3695          Email: <a href="mailto:Marylou@para-plus.com">Marylou@para-plus.com</a>          FSF#:0000015604</p>
<b><u>ON-SITE INTERPRETATION</u></b>		
<p>GSS11602-TRANSLAT_OSWV02  <b>Interpreters Unlimited</b>          11199 Sorrento Valley Rd., Suite 203          San Diego, CA 92121          POC: Jennifer Gonzales          PH: 800-726-9891 (Ext. 131)          Email: <a href="mailto:jennifer.gonzales@iugroup.com">jennifer.gonzales@iugroup.com</a>          FSF#: 0000114926</p>	<p>GSS11602-TRANSLAT_OSWV03  <b>Para-Plus Translations, Inc.</b>          430 Clements Bridge Rd.          PO Box 92          Barrington, NJ 08007          POC: Mary Lou Palazzolo          PH: 856-547-3695          Email: <a href="mailto:Marylou@para-plus.com">Marylou@para-plus.com</a>          FSF#: 0000015604</p>	<p>GSS11602-TRANSLAT_OSWV04  <b>Quantum, Inc.</b>          240 South 9<sup>th</sup> St.          Philadelphia, PA 19107          POC: Jean Wang          PH: 215-627-2251 (Ext. 102)          Email: <a href="mailto:jwang@quantumtranslations.com">jwang@quantumtranslations.com</a>          FSF#: 0000018484</p>

<b>WRITTEN TRANSLATION</b>		
GSS11602-TRANSLAT_OSWV02 <b>Interpreters Unlimited</b> 11199 Sorrento Valley Rd., Suite 203 San Diego, CA 92121 POC: Jennifer Gonzales PH: 800-726-9891 (Ext. 131) Email: <a href="mailto:jennifer.gonzales@iugroup.com">jennifer.gonzales@iugroup.com</a> FSF#: 0000114926	GSS11602-TRANSLAT_OSWV03 <b>Para-Plus Translations, Inc.</b> 430 Clements Bridge Rd. PO Box 92 Barrington, NJ 08007 POC: Mary Lou Palazzolo PH: 856-547-3695 Email: <a href="mailto:Marylou@para-plus.com">Marylou@para-plus.com</a> FSF#: 0000015604	GSS11602-TRANSLAT_OSWV04 <b>Quantum, Inc.</b> 240 South 9 <sup>th</sup> St. Philadelphia, PA 19107 POC: Jean Wang PH: 215-627-2251 (Ext. 102) Email: <a href="mailto:jwang@quantumtranslations.com">jwang@quantumtranslations.com</a> FSF#: 0000018484

**4. SHIPPING TERMS:**

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F.O.B. destination.

**5. PRICING:**

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Prices will remain firm for the term of the contract year.

Please see attached Pricing Spreadsheet for rates.

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**7. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**8. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**10. REQUIREMENTS:**

This contract will be issued to cover the State's need for On-Site Interpretation and Written Translation Services. ***Nothing herein shall be construed to apply to court related activity as defined in the Administrative Office of the Courts Court Interpreter Program policy.***

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

#### **15. SKILL TESTING AND SCREENING**

Vendors must have skill testing and screening mechanisms in place to determine and verify the skill of all employees that will be assigned under this contract. Vendors are to describe your screening process for interpreters/translators and the general minimum requirements for experience, education, language proficiency and certifications. Include detailed information regarding any testing instruments or tools you use to determine the interpreter's skill level.

Vendor is to provide resumes for all proposed personnel. Resumes are to include the following information, as appropriate: academic degree(s), institution granting degree, date degree conferred and licenses and certifications, memberships and affiliations.

#### **16. BACKGROUND CHECKS**

The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks, State of Delaware's State Bureau of Identification, including criminal background checks on all applicants prior to filling any State of Delaware position. When required, Vendor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code, Section 708; and 11 Del. Code, Sections 8563 and 8564. Vendor shall not employ individuals with adverse registry findings in the performance of this contract. Upon request of the State agency, the vendor must furnish related test scores/resumes and proof of background check of temporary personnel who are scheduled for interviews upon request of the State. All costs associated with skills and background verification are to be paid by the vendor.

## **17. PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under State or Federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Ordering Agency’s express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Ordering Agency. Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “Protected Health Information” (PHI) under [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), individuals’ names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a “covered entity” under HIPAA, and that (2) Contractor will perform “business associate” services and activities covered under HIPAA, then at Purchaser’s request, Contractor agrees to execute Purchaser’s business associate Contract in compliance with HIPAA.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

## **18. ON-SITE – MEDICAL RELATED**

The State’s requirement for On-Site Interpretation services includes medical related translation. These interpreters must have a thorough knowledge of medical terminology in both target and source languages, be familiar with medical procedures and the roles of doctors and hospital staff and be sensitive to issues such as the patients’ autonomy, cultural differences and the medical personnel’s need for accurate information.

The vendor will be required to provide interpreters to work in medical surroundings including, but not limited to, hospitals, doctor's offices, emergency rooms, clinics, mental health venues. Due to a variety of medical situations vendors may receive requests for services that include a specific gender for interpreters.

## **19. RATES FOR ON-SITE INTERPRETATION SERVICES**

Vendors are to provide a per hour rate for On-Site Interpretation services; Core languages and Non-Core languages. The additional non-core languages and dialects for which On-Site Interpretation services are available shall be detailed in the Vendors response. Rates submitted must include travel time. Prices must be in US Dollars (2 decimal places). Rates submitted shall be broken down in the following categories:

- Type of Service (Core, American Sign Language, Non-Core)
  - General
  - Medical
  - Legal
- Types of Notice
  - Routine
  - Expedited
  - Emergency

For the purposes of this solicitation the types of notice are defined as:

- ***Routine***: Routine requests will include service requests where the requesting agency is providing the vendor at least three (3) days notice. Vendor shall confirm receipt of each service request by email within one hour of its receipt. The vendor will obtain all necessary account, contact, service information, and possibly gender preference. Vendor shall notify the requesting agency if they are able to fill the service request within two hours of its receipt.
- ***Expedited***: Expedited requests will include service requests where the requesting agency is providing the vendor at least one (1) day notice and less than three (3) days notice. Vendor shall confirm receipt of each service request by email within one hour of its receipt. The vendor will obtain all necessary account, contact, service information, and possibly gender preference. Vendor shall notify the requesting agency if they are able to fill the service request within two hours of its receipt.
- ***Emergency***: Emergency requests will include service requests where the requesting agency is providing the vendor anything less than one (1) day notice. In emergency situations; as deemed by the requesting agency, a translator will respond within two hours or as soon as possible, weather and distance permitting.

## **20. BILLING**

The minimum billable time will be two (2) hours. On-Site Interpretation service will include the fifteen (15) minutes preceding the scheduled time for performance or any longer time requested by the requesting agency. After the first two (2) hours, services will be billed in 1/10<sup>th</sup> of an hour increments.

If it is anticipated that On-Site Interpretation services will be needed in excess of 8 hours for a single session, the Requesting Agency and the vendor will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.

## **21. SERVICE REQUESTS FOR ON-SITE INTERPRETATION SERVICES**

Unless a requesting agency has specified a longer period, vendors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site performance to receive any instructions from the requesting agency. The vendor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they are present at the proper location and on time. Vendors must be aware of and adhere to any security clearances that are applicable at the requesting agency's location.

At any time following translation service the vendor may be required by the requesting agency to answer questions or receive additional instructions. The vendor must keep an accurate record of all performance time. The requesting agency, upon completion of performance will certify the record.

## **22. CANCELLATIONS**

Requesting agencies cancelling a service request before 5:00pm the day before the assignment will not be assessed a cancellation fee.

Requesting agencies cancelling a service request the day of the assignment with less than two hour notice agree to reimburse the vendor for two (2) compensatory hours at the designated rate for the cancelled assignment.

If a translator becomes unavailable for a scheduled assignment the vendor shall find a comparable replacement to fill the assignment. The vendor must notify the requesting agency ASAP of the change in translators. If the vendor is unable to fill the assignment with a comparable replacement, the vendor must notify the agency with at least two (2) hours notice. If two hour notice is not received the vendor agrees to reimburse the requesting agency for two (2) compensatory hours at the designated rate for the cancelled assignment.

## **23. INTERPRETER OPERATIONAL REQUIREMENTS**

The interpreter will remain neutral in the conversation unless prompted by the requesting agency rep with additional instructions.

The interpreter will use the utmost courtesy when conversing with the requesting agency rep and/or the client.

The interpreter will respect cultural differences of the client.

The interpreter will refrain from entering into a disagreement with the requesting agency rep and/or the client.

The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning of the requesting agency rep's statements.

All conversations or translations between the interpreter, the requesting agency rep and the client will remain confidential.



## **24. RATES FOR WRITTEN TRANSLATION**

Vendors are to provide a per word rate for written translation services; Core languages and Non-Core languages. The additional non-core languages and dialects for which written translation services are available shall be detailed in the Vendors response. Prices must be in US Dollars (2 decimal places).

Written translators must have the ability to translate terminology related to the legal, medical, psychological/mental and dental fields.

For the purposes of this solicitation “word” is defined as:

A sound or a combination of sounds, or its representation in writing or printing, that symbolizes and communicates a meaning and may consist of a single morpheme or a combination of morphemes. The word is taken from the source document rather than the document produced in a translation product.

## **25. SERVICE REQUIREMENTS FOR WRITTEN TRANSLATION SERVICES**

The vendor shall be capable of receiving Source Language documents by facsimile, e-mail or other electronic means, US postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.

Translators must be familiar with different variations and dialects of languages. Services shall include translation of documentation by technically qualified and experienced language specialists, proofing, and editing and output in the required format. Required fields of expertise includes, but not limited to, the translation of Business, Legal, Medical and Technical documents, manuals, and audio. The person designated by the vendor to provide translation services must possess sufficient education, training, and experience to proficiently translate written documents. A single translator shall be used to complete each document to ensure continuity and consistency. The translator shall translate the documents at the same reading level as the source document.

Vendor shall provide the ordering agency written acknowledgement of each service request. Written confirmation of service request; upon receipt of Source document, shall include but not be limited to: the ordering agency’s account information, ordering agency’s contact information for the completion of the service request assignment, the identity of the vendor’s staff providing translation; target language and source language being translated; the price estimate; and any standards or special needs requirements of either the vendor or ordering agency.

For Source documents which would require 20 or fewer pages of Target Language translation, the translation shall be completed within 1 week from the day the Ordering Agency sends the Source documents to the vendor.

For Source documents which require more than 20 pages of Target Language translation, the translation shall be complete in 1 week, plus 1 additional day for each additional 10 pages.