



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

# State of Delaware

**Interpretation (On-Site) & Translation (Written) Services**

**Request for Proposal  
Contract No. GSS12602-TRANSLAT\_OSW**

*October 1, 2012*

**- *Deadline to Respond* -  
*October 30, 2012*  
*1:00 PM (Local Time)***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Date: October 1, 2012

**CONTRACT NO. GSS12602-TRANSLAT\_OSW**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Interpretation (On-Site) & Translation (Written) Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. **GSS12602-TRANSLAT\_OSW**

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
  - a. Attachment 1 – No Proposal Reply Form
  - b. Attachment 2 – Non-Collusion Statement
  - c. Attachment 3 – Exceptions
  - d. Attachment 4 – Company Profile and Capabilities
  - e. Attachment 5 – Confidentiality and Proprietary Information
  - f. Attachment 6 – Business References
  - g. Attachment 7 – Subcontractor Information Form
  - h. Attachment 8 – Monthly Usage Report
  - i. Attachment 9 – Subcontracting (2<sup>nd</sup> tier spend) Report
  - j. Attachment 10 – Office of Supplier Diversity Certification Application
  - k. Appendix A – Scope of Work Details
  - l. Appendix B – Pricing Form(s) and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by 1:00pm (Local Time) – Tuesday, October 30, 2012 to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Courtney McCarty at 302-857-4557 or email [courtney.mccarty@state.de.us](mailto:courtney.mccarty@state.de.us).

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**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposal is to obtain sealed proposals for Interpretation (On-Site) & Translation (Written) Services.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to Interpretation (On-Site) & Translation (Written) Services.

**1. COMPETITIVE SEALED PROPOSAL**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

**2. CONTRACT REQUIREMENTS**

This contract will be issued to cover the Interpretation (On-Site) & Translation (Written) Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Department.

**3. MANDATORY USE CONTRACT**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) 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, School Districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**4. MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. The basis for such selection shall be:

- Ability to select an alternative supplier based on agency budget constraints.
- Vendor ability to meet all contract requirements

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**5. CONTRACT PERIOD**

Each Vendor's contract shall be valid for a one (1) year period from February 1, 2013 through January 31, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**B. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	Monday, October 1, 2012
Written Questions Due No Later Than (NLT)	1:00pm LT – Thursday, October 11, 2012
Written Answers Due/Posted to Website NLT	Thursday, October 18, 2012
Proposals Due NLT	1:00pm LT – Tuesday, October 30, 2012
Public Proposal Opening	1:00pm LT – Tuesday, October 30, 2012
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions	As required
Contract Award	Will occur within 90 days of bid opening

**C. INQUIRIES & QUESTIONS**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 1:00pm Local Time – Thursday, October 11, 2012. All questions will be answered in writing by Thursday, October 18, 2012 and posted on [www.bids.delaware.gov](http://www.bids.delaware.gov) website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Courtney McCarty**  
**Office of Management and Budget, Government Support Services**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**100 Enterprise Place, Suite 4**  
**Dover, DE 19904-8202**  
[courtney.mccarty@state.de.us](mailto:courtney.mccarty@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**E. CONTACT WITH STATE EMPLOYEE**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Interpretation (On-Site) & Translation (Written) Services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

The objective of this solicitation is to procure the services for Interpretation (On-Site) & Translation (Written) Services on an as needed basis. This solicitation is broken into three sections: On-Site Foreign Language Interpretation Services, On-Site American Sign Language Interpretation Services, and Written Translation Services and allows for two response options (Individual Interpreters/Translators or Company). Requirements included in the beginning part of this Scope of Work apply to all three sections.

This solicitation is open to companies who can provide interpreters and/or translators for multiple languages as well as individuals who are certified and/or qualified interpreters and/or translators covering one or more languages.

Vendors are not required to bid on all sections nor all languages within a section in order to be considered.

**B. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the services listed in the Excel Spreadsheet, Appendix B.

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**III. FORMAT FOR PROPOSAL**

**A. INTRODUCTION**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. PROPOSAL RESPONSE**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

**C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

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**F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT**

Bid Bond Waived.

**L. PERFORMANCE BOND REQUIREMENT**

Performance Bond Waived.

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy in PDF on CD or DVD media disk. One of the paper copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on Tuesday, October 30, 2012. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES, GSS12602-TRANSLAT\_OSW  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on Tuesday, October 30, 2012. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through January 30, 2012. Delaware reserves the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**P. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**Q. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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**R. ADDENDA TO THE RFP**

If it becomes necessary to revise any part of this RFP, revisions will be posted at [www.bids.delaware.gov](http://www.bids.delaware.gov) and [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov). By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

**S. INCURRED EXPENSES**

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**T. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**V. EXCEPTIONS**

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

**W. BUSINESS REFERENCES**

Business references are to be provided via Attachment 6.

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**X. DOCUMENT(S) EXECUTION**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

**Y. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

**Z. CONFIDENTIALITY**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

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**AA. ATTACHMENTS**

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Appendix A – Scope of Work Details
- Appendix B – Pricing Form(s) and Instructions

**IV. PROPOSAL EVALUATION PROCEDURES**

**A. GENERAL ADMINISTRATION**

**1. STATE'S RIGHT TO REJECT PROPOSALS**

Office of Management and Budget, Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

**2. STATE'S RIGHT TO CANCEL SOLICITATION**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**3. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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DOVER, DE 19904-8202

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**5. PUBLIC OPENING OF PROPOSALS**

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

**6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

**7. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products

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for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
  - b. The offeror's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the offeror is qualified legally to contract with the State;
  - e. Whether the offeror supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

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Government Support Services

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
  - Ability to select an alternative supplier based on agency budget constraints.
  - Vendor ability to meet all contract requirements.

**C. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organizations, including certification and/or accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required (See § 22 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the methodology/approach used for this project including details of required service and turnaround time.

**D. CRITERIA AND SCORING**

	EVALUATION CRITERIA	POINTS
1.	The qualifications and experience of the persons to be assigned to the project.	10
2.	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.	10
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Management Summary and Work Plan. Thoroughness and completeness of the proposal relative to the requirements.	20
4.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	15
5.	The background, experience, resources, reputation, financial resources and years in business.	15
6.	Business References	10
7.	Cost Proposal/Pricing Structure or Total Proposed Cost	20
	<b>TOTAL SCORE</b>	<b>100</b>

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Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**E. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

**F. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**G. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

**A. DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BID INVITATION:** The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

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**BOND**: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL**: The agent authorized to act for an Agency.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME**: Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY**: A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL**: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**VENDOR'S DEPOSIT**: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

**B. GENERAL PROVISIONS**

**1. INTERPRETATION OF ESTIMATES/QUANTITIES**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

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- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml>. Past usage shall not be considered a guaranteed future volume.

**2. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

**3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

**4. PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

**5. PUBLIC INSPECTION OF PROPOSALS**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

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Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**6. LAWS TO BE OBSERVED**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

**7. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

**8. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**9. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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**10. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

**11. INVOICING**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

**12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

**13. PRICES**

Prices and/or rates shall remain firm for the initial one year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

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- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

**14. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**15. PRICE ADJUSTMENT**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period from February 1, 2013 through January 31, 2014, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**16. SHIPPING TERMS**

FOB Destination, freight prepaid.

**17. FUNDING OUT or Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**18. MANDATORY INSURANCE REQUIREMENTS**

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
  - 1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

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- 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

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OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES, GSS12602-TRANSLAT\_OSW  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

**Note: The State of Delaware shall not be named as an additional insured.**

**19. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.  
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

**20. INDEMNIFICATION**

- a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim,

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suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**21. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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 Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

**22. FORCE MAJEURE**

Neither the vendor 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.

**23. HOLD HARMLESS**

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

**24. VENDOR NON-ENTITLEMENT**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of

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their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

## **25. I FOUND IT CHEAPER**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_found\\_cheaper\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

## **26. OPPORTUNITY BUYS**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

## **27. REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to;

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name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2<sup>nd</sup> Tier report is found below (Attachment 9).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liaisons.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

## **28. ORDERING PROCEDURE**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

## **29. BILLING**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

## **30. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

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- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

**29. PRODUCT SUBSTITUTION**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

**30. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

**31. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

**32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

**33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

**34. PERSONNEL/EQUIPMENT/SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

**35. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

**35. PREVAILING WAGE**

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of STATE OF DELAWARE Office of Management and Budget Government Support Services 27 \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department

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of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

**36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**37. TERMINATION OF CONTRACT**

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and

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equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

- b. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

### **38. CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

### **39. INTEREST OF VENDOR**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

### **40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

### **41. RIGHTS AND OBLIGATIONS**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

**42. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

**43. TESTING AND INSPECTION**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

**44. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**45. GRATUITIES**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

**46. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**47. AUDIT ACCESS TO RECORDS**

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The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**48. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**49. AMENDMENTS**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

**50. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**51. AGENCY'S RESPONSIBILITIES**

The Agency shall:

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

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aware of any development that affects the scope or timing of the Vendor's services.

**52. CONTRACT DOCUMENTS**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

**53. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Agency.

**54. NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Government Support Services  
GSS12602-TRANSLAT\_OSW  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202

**55. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

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**2. MATERIAL GUARANTY**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. AWARD OF CONTRACT**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

**6. THE CONTRACT(S)**

The contract(s) with the successful Vendor(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating governmental entities.

**7. INFORMATION REQUIREMENT**

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

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**VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS12602-TRANSLAT\_OSW**

**Interpretation (On-Site) & Translation (Written) Services**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Office of Management and Budget, Government Support Services by 1:00 PM, Local Time, Tuesday, October 30, 2012 at which time bids will be opened.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES, GSS12602-TRANSLAT\_OSW  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

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**Attachment 1**

**NO PROPOSAL REPLY FORM**

**CONTRACT:** GSS12602-TRANSLAT\_OSW

**CONTRACT TITLE:** Interpretation (On-Site) & Translation (Written) Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
	5.	We do not wish to sell to the State. Our objections are:
	6.	We do not sell the items/services on which Proposals are requested.
	7.	Other: _____

FIRM NAME		SIGNATURE
-----------	--	-----------

		We wish to remain on the Vendor's List <b>for these goods or services.</b>
		We wish to be deleted from the Vendor's List <b>for these goods or services.</b>

COMPANY NAME \_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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Government Support Services

**Attachment 2**

**CONTRACT NO.:** GSS12602-TRANSLAT\_OSW      **TITLE:** Interpretation (On-Site) & Translation (Written) Services  
**OPENING DATE:** October 30, 2012, 1:00 p.m. Local Time

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



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**Attachment 4**

GSS12602-TRANSLAT\_OSW  
Interpretation (On-Site) & Translation (Written) Services  
PROPOSAL REPLY SECTION

**COMPANY PROFILE & CAPABILITIES**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	How many employees does your company have? How many employees does your company have to provide the required services in accordance with contract requirements? How would the award, if any or all, of this contract effect current staffing?

2.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list should include the other company's name, name of project, the nature of the litigation, and the current status of the dispute.

3.	How many years has your company been in operation?

4.	What was your company's Interpretation and/or Translation Services annual revenue in calendar year 2010?



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**Attachment 6**

GSS12602-TRANSLAT\_OSW  
Interpretation (On-Site) & Translation (Written) Services  
PROPOSAL REPLY SECTION

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:

2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:

3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:

If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Contract Name/Dates:  
Describe type of work performed:

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**Attachment 7**

GSS12602-TRANSLAT\_OSW  
Interpretation (On-Site) & Translation (Written) Services  
PROPOSAL REPLY SECTION

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS12602-TRANSLAT_OSW	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor





**Attachment 10**

**State of Delaware**

**Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

**[http://gss.omb.delaware.gov/osd/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf)**



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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Government Support Services

**APPENDIX A**

**SCOPE OF WORK**

GSS12602-TRANSLAT\_OSW  
Interpretation (On-Site) & Translation (Written) Services

**A. OVERVIEW**

The objective of this solicitation is to procure the services for Interpretation (On-Site) & Translation (Written) Services on an as needed basis. This solicitation is broken into three sections: On-Site Foreign Language Interpretation Services, On-Site American Sign Language Interpretation Services, and Written Translation Services and allows for two response options (Individual Interpreters/Translators or Company). Requirements included in the beginning part of this Scope of Work apply to all three sections.

This solicitation is open to companies who can provide interpreters and/or translators for multiple languages as well as individuals who are certified and/or qualified interpreters and/or translators covering one or more languages.

The State requires interpreters, both Foreign Language and American Sign Language, to perform services on-site at agency locations or other public and private facilities as determined by the requesting agency. Locations may include; but are not limited to: Schools, Hospitals, Correctional Institutions, Police Departments, clinics, public health office settings, offices of private healthcare providers, as well as client home visits and other community agencies. On-site interpreters must have the ability to translate terminology related to the legal (non-judicial), medical, psychological/mental and dental fields. The State has several locations that operate on a 24/7 basis; therefore we are requesting that interpreters be available 24/7.

The vendor must have skill testing and screening mechanisms in place to determine and verify the skill of all its employees that will be assigned under this contract. In the event that the vendor uses an assessment tool other than a professionally recognized certification or evaluation, the vendor must document the psychometric validity of any skill testing and screening processes in place to determine and verify the skills of its employees, and document the qualifications of the evaluator, as they pertain to the performance of and/or administration of the assessment used. For any legal (both Judicial and non-Judicial) setting, certification from the Registry of Interpreters for the Deaf (RID) or NAD Level 4 or 5 is required to ensure the integrity of the proceedings.

The State also has a requirement for written document translations. Those completing the written translation must have the ability to translate terminology related to the legal, medical, psychological/mental and dental fields.

Vendors are not required to bid on all sections nor all languages within a section in order to be considered.

Information regarding the current contract can be found online at:

[http://contracts.delaware.gov/contracts\\_detail.asp?i=729](http://contracts.delaware.gov/contracts_detail.asp?i=729)

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**B. APPENDIX B**

Appendix B is an Excel workbook to be completed electronically by the offeror. The purpose of the workbook is to submit contract pricing as well as other relevant information that will be used to evaluate each offeror's ability to fulfill the contract. Any information that is required in the RFP response and hasn't been addressed in this workbook shall be submitted in hardcopy form. Refer to Format of Proposal, M "Number of Copies with Mailing of Proposals" for submission requirements. Instructions for completing the Excel workbook can be found on the first tab of the workbook (Labeled: Instructions).

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this RFP. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

**C. PROPOSAL COMPLIANCE**

A bidder's proposal shall contain the following minimum requirements:

1. Cover Letter
2. Table of Contents
3. Short Description of Company History
4. Original signed and notarized copy of the Non-Collusion Agreement (Attachment 2)
5. Responses to RFP and Appendices
7. Three Years of Financial Reporting
8. Exceptions (Attachment 3)
9. Business Profile and Capabilities (Attachment 4)
10. Confidentiality and Proprietary Information (Attachment 5)
11. Three Business References (Attachment 6)
12. Subcontractor Information Form (Attachment 7), if applicable

Refer to Format of Proposal, M "Number of Copies with Mailing of Proposals" for submission requirements.

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this RFP. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

Please do not use page protectors.

CD submission must be in the following format to be considered responsive.

1. All documents outlined above, excluding Appendix B, must be scanned and saved (in black & white) as one PDF file.
2. Appendix B must be saved on the CD as an Excel file.

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**D. 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.

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**E. ON-SITE INTERPRETATION, FOREIGN LANGUAGE**

**1. GENERAL REQUIREMENTS**

The vendor shall provide support services to requesting agencies by providing oral multilingual Interpretation services for a variety of situations at a variety of locations. Interpreters must be familiar with different variations and dialects. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

**2. MEDICAL RELATED**

The State's requirement for On-Site Interpretation services includes medical related interpretation. 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 requirement for a gender specific interpreter. **If the particular language does not have a direct medical term translation, interpreter is required to consult with the agency representative prior to making a substitution.**

**3. LEGAL INTERPRETATION**

The State's requirement for On-Site Interpretation services includes legal related interpretation. These interpreters must have knowledge of legal terminology in both target and source languages. Interpreters must be familiar with legal terminology and procedures related to non-Judicial legal matters.

The vendor will be required to provide "On-Site" interpreters for non-judicial proceedings. Interpreters must show respect to the non-judicial process both in attire and in conduct. The interpreter must translate what is being said in a clear and understandable manner.

This contract may apply to interpreter services provided in court-related activities pursuant to the Administrative Office of the Courts (AOC)'s Court Interpreter Program, if the AOC determines that the interpreters involved comply with the standards established by that Program.

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**4. 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 communications, oral or written, between the interpreter, the requesting agency rep and the client will remain confidential.

The interpreter will ensure that they understand the message to be transmitted by seeking clarification, as needed, from either or all parties.

The interpreter will check the accuracy of their interpretation and identify and correct any misinterpretation for all parties.

The interpreter will manage the flow/pace of communication to preserve the accuracy and completeness of all parties' communications.

The interpreter will complete appropriate documentation, as required.

**5. REQUEST FOR SERVICE**

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.

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- **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, an interpreter will respond within two hours or as soon as possible, weather and distance permitting.

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. Vendor responsibility may include making telephone contact between the client and the agency to set-up appointments for in-home client visits or clinic appointments. Vendors must be aware of and adhere to any security clearances is applicable at the requesting agency's location.

Requests for service may include a request for a specific interpreter, previously used, for client home visit or clinic setting for continuity and consistency.

At any time following interpretation 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.

## 6. **RATES**

Vendors are to provide a per hour rate for On-Site Interpretation services. Travel time, transportation and other associated costs will be the responsibility of the Vendor. Vendor will not be reimbursed separately for these services. Prices must be in US Dollars (2 decimal places). Rates submitted shall be broken down in the following categories:

- Type of Service
  - General
  - Medical
  - Legal
- Types of Notice
  - Routine
  - Expedited
  - Emergency

## 7. **BILLING**

The minimum billable time will be one (1) 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 hour, services will be billed in 15 minute 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.

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**8. 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.

**9. LATE ARRIVALS**

It is the responsibility of the vendor to provide notice to the requesting agency if they are running late (i.e. traffic, accident, etc.). In the event an interpreter is late and the agency utilizes the interpreter, the agency will only be billed for the time of actual services provided and a late fee of \$50 will be deducted from the invoice for service. If an interpreter fails to provide notification of late arrival to the requesting agency prior to the scheduled time of services, the agency at its discretion may contact another supplier on contract for services. The initial vendor will be responsible for reimbursing the requesting agency for the difference in cost incurred for the replacement supplier's interpreter, plus the \$50 late fee.

**F. ON-SITE INTERPRETATION, SIGN LANGUAGE**

**1. GENERAL REQUIREMENTS**

Interpreters shall adhere to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct. Shall ensure all interpretation is done accurately without embellishment or omission and ensure that the most accurate interpretation of each statement is used. Interpreted communication must be conveyed effectively, accurately, impartially and in a culturally competent manner.

The vendor shall provide support services to requesting agencies by providing American Sign Language and Spoken English Interpretation services for a variety of situations at a variety of locations. Interpreters who possess demonstrated ability to use both languages with sufficient grammatical and conceptual accuracy shall perform services which allow the parties involved effective participation for formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate, well-educated native speaker which reflects the cultural standards of the native language users.

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**2. QUALIFICATIONS**

In order to qualify as a sign language interpreter, an individual must possess a valid certification from a recognized national organization, Registry of Interpreters for the Deaf (RID) and/or National Association for the Deaf (NAD) including CSC, CI/CT, NIC (any level), CDI, NAD: Level 4 or NAD: Level 5.

**3. INTERPRETER OPERATIONAL REQUIREMENTS**

The interpreter will remain neutral in the conversation unless prompted by the requesting agency rep with additional instructions, provided these instructions do not conflict with the RID Code of Professional Conduct.

The interpreter will respect cultural differences of the clients.

All communications, oral or written, between the interpreter, the requesting agency rep and the client will remain confidential.

The interpreter will ensure that he/she understands the message to be transmitted by seeking clarification, as needed, from either or all parties.

The interpreter will check the accuracy of their interpretation and identify and correct any misinterpretation for all parties.

The interpreter will manage the flow/pace of communication to preserve the accuracy and completeness of all parties' communications.

The interpreter will complete appropriate documentation, as required.

Interpreters adhere to standards of confidential communication.

Interpreters possess the professional skills and knowledge required for the specific interpreting situation.

Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.

Interpreters demonstrate respect for consumers.

Interpreters demonstrate respect for colleagues, interns, and students of the profession.

Interpreters maintain ethical business practices.

Interpreters engage in professional development.

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**4. REQUEST FOR SERVICE**

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 business day 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 business day 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, an interpreter will respond within two hours or as soon as possible, weather and distance permitting.

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 accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they or their interpreter(s) are present at the proper location and on time. Vendor is also responsible to share this complete information with the interpreter. Vendor responsibility may include making telephone contact between the clients, interpreter and the agency to set-up appointments. Vendors must be aware of and adhere to any security clearances as applicable at the requesting agency's location. Interpreters are responsible for taking all necessary actions to obtain adequate transportation and to note all information from the vendor.

Requests for service may include a request for a specific interpreter, previously used, for continuity and consistency.

At any time following interpretation 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.

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**5. RATES FOR SERVICE**

The State of Delaware will be capping out the rate for “Routine” American Sign Language Interpretation Services at the amount of \$75.00 per hour, “Expedited” Service requests at the amount of \$85.00 per hour, and “Emergency” Service requests at the amount of \$95.00 per hour. Vendors will still be required to submit their rates in Appendix B, based on the various “notice” options and certification options. Hourly rates above designated cap will not be considered. Vendor will be reimbursed separately for mileage (anything above 25 miles roundtrip at the State of Delaware reimbursement rate of \$0.40/mile), tolls and parking. Original receipts are required to be submitted for tolls and non-metered parking. Prices must be in US Dollars (2 decimal places).

This contract may apply to interpreter services provided in court-related activities pursuant to the Administrative Office of the Courts (AOC)’s Court Interpreter Program, if the AOC determines that the interpreters involved comply with the standards established by that Program.

**6. 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 as billable time or any longer time requested by the requesting agency subject to interpreter availability, if the longer time is requested when the interpreter arrives on site. After the second hour, services will be billed in 15 minute increments.

Requesting Agency and the vendor will mutually determine the most appropriate number and type of interpreters needed in all situations on a case by case basis to ensure all clients are appropriately served and interpreters are working in accordance with occupational health and safety standards.

**7. CANCELLATIONS**

Requesting agencies cancelling a service request more than 48 hours before the assignment will not be assessed a cancellation fee. Requesting agencies cancelling a service request less than 48 hours notice will be billed for the time reserved.

Vendors, submitting a response as a company, are required to notify interpreters in writing of the rates and travel policy in this contract and obtain informed consent from subcontractors of these policies.

**8. LATE ARRIVALS**

It is the responsibility of the vendor to provide the interpreter with the name and best contact information of an on-site contact person so that the interpreter can be responsible for providing notice to the requesting agency if he/she is running late (i.e. traffic, accident, etc.). In the event an interpreter is late and the agency utilizes the interpreter, the agency will only be billed for the time of actual services provided.

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**G. WRITTEN TRANSLATION SERVICES**

**1. RATES**

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.*

**2. SERVICE REQUIREMENTS**

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. The translator shall ensure that each translated document is consistent and maintains the accuracy of the original documents. The translated document shall be in an electronic format stipulated by the Using Agency.

The translator/vendor shall develop a written protocol that details its plan to ensure the accuracy of the translation services. The translator/vendor shall include the written protocol for approval.

The translator/vendor shall provide written justification for all edits and changes it suggests to the Using Agency. Basic grammar and punctuation may be added, without justification, but changes on word choice and adjustments to major blocks of text or content must be accompanied by the translator/vendor’s rationale. It may be necessary for the translator/vendor to offer explanations based on the intended audience, original source text or even the nature of a specific dialect.

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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.

**H. ADDITIONAL REQUIREMENTS – COMPANY RESPONSE**

**1. 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 scope specific resumes for all proposed interpreters/translators. 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. Interpreters who hold a certification, either Sign Language or Foreign Language, must also attach a copy of their certification.

For the purposes of this solicitation and resulting contract(s) the translators and interpreters will be considered vendor employees; not subcontractors, so you will not complete Attachment 7 with information on the translators & interpreters.

**2. 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. Vendor shall also 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. Federal background check can be submitted in lieu of a State of Delaware background check. Background checks previously cleared cannot be more than 6 months old.

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For services performed at Department of Correction (DOC) locations, DOC will perform a criminal history background investigation shortly after the contract is signed by all parties. Vendor and staff may not come on-site prior to the completion of the investigation. If any of the Vendor's staff has been convicted of a crime, the DOC has the option to terminate services with that vendor immediately. The Vendor must inform DOC immediately if any new criminal charges are filed against the Vendor or its staff, sub-contractors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

**3. APPROACH AND OVERSIGHT**

Proposals submitted in response to this solicitation by a company must also respond to the following items:

Describe the company philosophy of interpretation. Including: cultural competency, the role of the interpreter, links to various linguistic and cultural communities.

The Contract Vendor, and their interpreters, must maintain complete confidentiality on all documents through security practices/systems and confidentiality agreements with employees. Responders must submit in detail all security and confidentiality measures to be utilized in fulfilling this Contract

The Contract Vendor must have measures and practices in place to ensure the security of all facilities and vehicles which will be used to fulfill this Contract, especially those which will house sensitive documents.

24/7 coverage is desired, but not required. Outline your process for providing interpreter services after your typical business hours. Voicemail and answering machines are not acceptable for initial contact. Describe your process for responding to these requests.

Describe your process for screening interpreter language skills, proficiency with medical terminology, understanding of the code of ethics, and professional competency in the medical setting.

List criteria used to select a candidate for a project for an interpretation job.

Provide an overview your performance measurement system including quality assurance and/or improvement plans to ensure ethical standards and staff competency. Describe how interpreter competency is verified.

Describe the staff development/training programs your agency provides and/or requires both internally and externally for interpreters. Briefly describe the qualifications of the trainers who provide your internal training, your training curriculum, and training schedule, including the frequency and length of training. Any outside training or certification that is expected and required. Outline the staff development/training programs your agency provides and/or requires internally for interpreters, as well as the frequency and documentation of training, and any outside training or certification that is expected and required.

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Provide documentation of formal and informal mechanisms consumers and agencies have to express concerns and offer feedback regarding the services from the vendor. Vendor is required to document all feedback and respond in writing with action taken to address any identified issues.

**I. ADDITIONAL REQUIRMENTS – INTERPRETER/TRANSLATOR RESPONSE**

**1. EDUCATION**

Interpreter/Translator is to provide scope specific resume. Resume is to include the following information, as appropriate: academic degree(s), institution granting degree, date degree conferred and licenses and certifications, memberships and affiliations. Interpreter/Translator who holds a certification, either Sign Language or Foreign Language, must also attach a copy of their certification.

**2. BACKGROUND CHECKS**

The awarded interpreter/translator is responsible to assure that their background 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. Interpreter/translator shall also 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. Interpreter/translator must furnish proof of background checks. All costs associated with background verifications are to be paid by the interpreter/translator. Federal background check can be submitted in lieu of a State of Delaware background check. Background checks previously cleared cannot be more than 6 months old.

For services performed at Department of Correction (DOC) locations, DOC will perform a criminal history background investigation shortly after the contract is signed by all parties. Vendor and staff may not come on-site prior to the completion of the investigation. If any of the Vendor's staff has been convicted of a crime, the DOC has the option to terminate services with that vendor immediately. The Vendor must inform DOC immediately if any new criminal charges are filed against the Vendor or its staff, sub-contractors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

**3. GENERAL**

Proposals submitted in response to this solicitation by an individual must also respond to the following items:

Interpreter/Translator must maintain complete confidentiality on all documents through security practices/systems. Interpreter/Translator must submit in detail all security and confidentiality measures to be utilized in fulfilling this Contract

Describe your ability to supply detailed and timely invoices to requesting agencies both paper and electronic format. Provide a sample of your invoice format.

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24/7 coverage is desired, but not required. Outline your process for providing interpreter services after your typical business hours. Voicemail and answering machines are not acceptable for initial contact. Describe your process for responding to these requests.

As an independent Interpreter/Translator outline in detail how you will meet the requirements outlined in the "Request for Service" sections.

As an independent Interpreter/Translator outline your continuing education steps/plan.

For ASL Interpreters who are submitting proposals as individual, provide a transcript of your most recent CEU's or ACET from RID or, if transcript is not available, a list of the trainings and continuing education activities you have completed in the last 4 years, including certificates of completion.