



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 25, 2013

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE – Addendum #1** (August 7, 2013)
CONTRACT NO. GSS13602A-TRANSLAT_OSW
Interpretation (On-Site) & Translation (Written) Services

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each 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.

3. VENDORS

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INTERPRETATION, ON-SITE: SIGN LANGUAGE	
GSS13602A-TRANSLAT_OSWV01 360 Translations International, Inc. 334 Lincoln Ave. Cherry Hill, NJ 08002 POC: Daniel Swartz PH: 856-356-2922 EM: dan@360translations.com FSF: 0000084947	GSS13602A-TRANSLAT_OSWV02 Language Training Center, Inc. 5750 Castle Creek Parkway, Suite 487 Indianapolis, IN 46250 POC: Hannah Perkey PH: 888-456-1626 EM: Hannah@languagetrainingcenter.com FSF: 0000162569
GSS13602A-TRANSLAT_OSWV03 Para-Plus Translations, Inc. 430 Clements Bridge Rd. (PO Box 92) Barrington, NJ 08007 POC: Mary Lou Palazzolo PH: 856-547-3695 EM: Marylou@para-plus.com FSF: 0000015604	
INTERPRETATION, ON-SITE: FOREIGN	
GSS13602A-TRANSLAT_OSWV02 Language Training Center, Inc. 5750 Castle Creek Parkway, Suite 487 Indianapolis, IN 46250 POC: Hannah Perkey PH: 888-456-1626 EM: Hannah@languagetrainingcenter.com FSF: 0000162569	GSS13602A-TRANSLAT_OSWV03 Para-Plus Translations, Inc. 430 Clements Bridge Rd. (PO Box 92) Barrington, NJ 08007 POC: Mary Lou Palazzolo PH: 856-547-3695 EM: Marylou@para-plus.com FSF: 0000015604

TRANSLATION, WRITTEN	
GSS13602A-TRANSLAT_OSWV02 Language Training Center, Inc. 5750 Castle Creek Parkway, Suite 487 Indianapolis, IN 46250 POC: Hannah Perkey PH: 888-456-1626 EM: Hannah@languagetrainingcenter.com FSF: 0000162569	GSS13602A-TRANSLAT_OSWV03 Para-Plus Translations, Inc. 430 Clements Bridge Rd. (PO Box 92) Barrington, NJ 08007 POC: Mary Lou Palazzolo PH: 856-547-3695 EM: Marylou@para-plus.com FSF: 0000015604

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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Prices will remain firm for the term of the initial contract year. See associated Pricing Spreadsheet for contract rates.

Due to the mandatory requirement that all interpreters/translators successfully complete a criminal background check prior to filling a service request the following stipulations have been included in the award.

Only those languages the vendors have identified as having at least one interpreter/translator with a successfully completed background check will be included in the initial award. As additional languages become covered, the language will be added to the award. The quicker the background checks are completed the quicker the award will be updated online to include the additional languages.

To limit the number of addendums completed, adding languages to a vendor's award below is a report timeline:

- January 25th: Updated counts (this information will be used to finalize the Award Notice posted online.)
- Starting February 1st: Each Friday an updated count report is to be submitted to assigned Contract Officer by 1:00pm (this information will be used to update the Award Notice posted online.)
- Starting March 1st: Once a month, due no later than the 15th, an updated count report is to be submitted to assigned Contract Officer.

The State reserves the right to spot check counts to ensure that the background checks have been completed successfully (by requesting documentation showing the background has been completed).

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

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

7. PAYMENT

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

8. PRODUCT SUBSTITUTION

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

9. ORDERING PROCEDURE

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

10. REQUIREMENTS

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.

11. HOLD HARMLESS

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

12. NON-PERFORMANCE

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

13. FORCE MAJEURE

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

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. 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.

16. ON-SITE INTERPRETATION, FOREIGN LANGUAGE

a. 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.

b. 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.**

c. 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.

d. INTERPRETER OPERATIONAL REQUIREMENTS

The interpreter will remain neutral in the conversation unless prompted by the requesting agency 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.

e. **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.
- ***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.

f. 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). **Due to the need for 24/7 coverage; rates submitted in response for the bid will be used regardless of time of service (evening, weekend, holiday, etc.).** Rates submitted shall be broken down in the following categories:

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

g. 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.

Addendum #1: Para-Plus took exception to the one (1) hour minimum requesting the minimum be set at two (2) hours. The exception was approved; however, overlooked in the initial Award Notice. This addendum corrects the error. All other vendors awarded this section have the one (1) hour minimum.

h. 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.

i. 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.

17. ON-SITE INTERPRETATION, SIGN LANGUAGE

a. 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.

b. 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.

c. 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.

d. 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.

e. **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 C, 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). **Due to the need for 24/7 coverage; rates submitted in response for the bid will be used regardless of time of service (evening, weekend, holiday, etc.).**

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.

f. **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.

g. **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.

h. **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.

18. WRITTEN TRANSLATION SERVICES

a. **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.

b. 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.

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.

19. ADDITIONAL REQUIREMENTS – COMPANY RESPONSE

a. 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.

b. 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.

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.

c. 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.

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.

20. ADDITIONAL REQUIRMENTS – INTERPRETER/TRANSLATOR RESPONSE

a. 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.

b. 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.

c. 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.

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.