



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 23, 2014

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 #2** (Effective July 18, 2014)
CONTRACT NO. GSS14602-TRANSLAT_OSW
Interpretation (On-Site) & Translation (Written) Services

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors. The award has been split into different sections and not all vendors are awarded all sections. Careful attention should be paid to the Vendor section below and the Pricing Spreadsheet file associated with this award. Over-the-phone interpretation services are not covered under this contract. Should you require this service please refer to: http://contracts.delaware.gov/contracts_detail.asp?i=643

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from February 1, 2014 through January 31, 2015. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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*Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. Vendor are only permitted to provides under the section(s) they have been awarded. **TELEPHONIC INTERPRETATION IS NOT A PART OF THIS CONTRACT AWARD.***

| INTERPRETATION, ON-SITE: FOREIGN LANGUAGE | |
|---|---|
| GSS14602-TRANSLATV02 Accurate Language Services 162 Ellis Street (PO Box 2243) Haddonfield, NJ 08033 FSF: 0000197663 | GSS14602-TRANSLATV03 Back to Basics Learning Dynamics, Inc. 6 Stone Hill Road Wilmington, DE 19803 FSF: 0000026792 |
| GSS14602-TRANSLATV06 Language Liaisons, LLC 322 Village Road Wilmington, DE 19805 FSF: 0000197797 | GSS14602-TRANSLATV08 Para-Plus Translations, Inc. 2 Coleman Avenue Cherry Hill, NJ 08034 FSF: 0000015604 |
| GSS14602-TRANSLATV09 Quantum, Inc. 240 South 9 th Street Philadelphia, PA 19107 FSF: 0000018484 | |

| INTERPRETATION, ON-SITE: SIGN LANGUAGE | |
|--|--|
| GSS14602-TRANSLATV01 360 Translations International, Inc. PO Box 442 Cherry Hill, NJ 08003 FSF: 0000084947 | GSS14602-TRANSLATV04 Deaf-Hearing Communication Centre, Inc. 630 Fairview Road, Suite 100 Swarthmore, PA 19081 FSF: 0000019208 |
| GSS14602-TRANSLATV07 Language Training Center, Inc. 5750 Castle Creek Parkway, Suite 487 Indianapolis, IN 46250 FSF: 0000162569 | GSS14602-TRANSLATV08 Para-Plus Translations, Inc. 2 Coleman Avenue Cherry Hill, NJ 08034 FSF: 0000015604 |
| WRITTEN TRANSLATION | |
| GSS14602-TRANSLATV02 Accurate Language Services 162 Ellis Street (PO Box 2243) Haddonfield, NJ 08033 FSF: 0000197663 | GSS14602-TRANSLATV03 Back to Basics Learning Dynamics, Inc. 6 Stone Hill Road Wilmington, DE 19803 FSF: 0000026792 |
| GSS14602-TRANSLATV05 Geneva Worldwide, Inc. 256 West 38 th Street, 10 th Floor New York, NY 10018 FSF: 0000197441 | GSS14602-TRANSLATV07 Language Training Center, Inc. 5750 Castle Creek Parkway, Suite 487 Indianapolis, IN 46250 FSF: 0000162569 |
| GSS14602-TRANSLATV08 Para-Plus Translations, Inc. 2 Coleman Avenue Cherry Hill, NJ 08034 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 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 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 your award will be updated online to include the additional languages.

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).

To limit the number of addendums I will have to complete, adding languages to your award below is a report timeline:

- Starting February 1st: Each Friday an updated count report is to be submitted to me 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.

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. 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.

11. 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.

12. 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.

13. 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>.

SCOPE OF WORK

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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 qualified vendors who can provide sign language interpretation, multiple language interpretation and/or translation services to State agencies on an as needed basis. Vendors are not required to bid on all sections nor all languages within a section in order to be considered.

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.

ON-SITE; EXTERNAL REQUIREMENTS: 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.

ON-SITE; INTERNAL REQUIREMENTS: The State of Delaware may request Sign Language Interpreters for State of Delaware employees. Services may include; but are not limited to: daily business proceedings, on-the-job training, meetings, public presentations, conventions, workshops, staff meetings, classroom training, etc. Some of these services may require the interpreter have more technical expertise including; but not limited to: legal (non-judicial); medical, psychological/mental and dental fields; and other technical fields, architecture/engineering.

FULL DAY OR LONG-TERM REQUIREMENTS: There will be occasions where a Requesting Agency will schedule an interpreter for a block of time; however, they would not be interpreting the entire block of time. A full-day assignment shall be a period of 8 hours; to include a minimum ½ hour “unpaid” lunch break. For the purposes of this contract, long term assignments are defined as five or more consecutive days of an assignment to one individual or Requesting Agency. Mileage, parking, and toll allowances permitted under the On-Site, Sign Language section will not be allowable for long term assignments. Long term assignment interpreters will be required to take an “unpaid” lunch break at a designated time. Interpreters will not be permitted to work through lunch or charge time for a “working lunch”.

WRITTEN TRANSLATION REQUIREMENTS: 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.

B. TERMINOLOGY

In addition to general interpretation, Agencies may require Foreign Language and Sign Language Interpreters be able to correctly interpret technical conversations. Technical conversations, may include; but are not limited to: Medical, Legal.

1. 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.** Vendors are to identify how many interpreters/translators have the Bridging the Gap certification.

2. 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 and of interpreting standards of practice and procedures related to in-court proceedings, quasi legal and non-legal settings.

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.

C. 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 Interpreters/Translators 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.

D. ON-SITE INTERPRETATION, FOREIGN LANGUAGE

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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 of a particular language. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels in both working languages that range from the ability to speak the language with structural accuracy and ample vocabulary to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will be that of a highly articulate, well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

2. INTERPRETER OPERATIONAL REQUIREMENTS

- The interpreter is competent in the language, the subject matter and situation in which he/she will be providing services.
- The interpreter will remain neutral in the conversation unless prompted by the requesting agency rep with additional instructions provided these additional instructions do not compromise interpreter’s adherence to Standards of Practice or the Code of Ethics for Professional Interpreters.
- The interpreter shall maintain real time communications with the Agency representative on home visits so that the interpreter does not enter the home prior to the Agency representative being present.
- 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 all statements and relay the message in its entirety to preserve the intended meaning of the speakers throughout the conversation. Information will not be edited or deleted for this may alter the meaning of the parties' statements.
- The interpreter will maintain the confidentiality of all communications, oral or written, between the interpreter, the requesting agency rep and the client.
- The interpreter will ensure that he/she understand the message to be transmitted by seeking clarification, as needed, from either or all parties.
- The interpreter will monitor the accuracy of the 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.

3. 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.

Rates will be assessed based on the amount of notice provided by the Requesting Agency; not on the time it takes to find an appropriate Interpreter. 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. Any calls the Requesting Agency may need the interpreter to complete, such as scheduling appointment with client and confirmation of appointment are to be considered a part of the "appointment". No additional fee for this service will be permitted. **With the exception of calls relating to scheduling and confirming appointments, telephonic interpretation is not a part of this contract. The State of Delaware has a separate contract for this service.** Vendors must be aware of and adhere to any security clearances and dress code requirements 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.

4. **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
 - Technical
- Types of Notice
 - Routine
 - Expedited
 - Emergency

The State also requests that vendors offer a “discounted” hourly rate for half-day (4+ hours), full day (7.5+ hours), and long term assignment.

5. **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. **Billing will identify the exact # of minutes associated with each appointment. If phone calls associated with scheduling and confirming of an appointment are required the vendor must keep detailed records and be prepared to provide them upon request as back-up for an invoice.**

If it is anticipated that On-Site Interpretation services will be needed in excess of 4 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.

EXCEPTION

- Accurate Language Services: Minimum billable time will be two (2) hours.
- Para-Plus: Minimum billable time will be two (2) hours.
- Language Liaisons: Minimum billable time will be two (2) hours.
- Quantum: Minimum billable time will be two (2) hours.

6. **CANCELLATIONS**

Requesting agencies cancelling a service request before 5:00pm the day before the assignment will not be assessed a cancelation 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 an interpreter 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 interpreters.** 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. Requesting Agency will then source an interpreter through another source and back charge the original vendor any difference in rate. 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.

EXCEPTION

- **Accurate Language Services: Requests made before 12:00 p.m. the day before the assignment will not incur a cancellation fee.**
- **Quantum: To avoid a cancellation fee the vendor must receive notice of cancellation at least 12 hours before the scheduled time of services; however, if there is a holiday, Sat. or Sun. that precedes the scheduled time of services, the at least 12 hours' time period is calculated 12 hours before 12:01 a.m. of the day of the holiday, Sat. or Sun., whichever is applicable and earliest.**

7. 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. 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.

E. ON-SITE INTERPRETATION, SIGN LANGUAGE

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1. GENERAL REQUIREMENTS

Interpreters shall adhere to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct seven tenets.

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.

Unless otherwise stated in a service request all requests are to be filled by certified interpreters.

2. QUALIFICATIONS

All Sign Language Interpreters, approved to provide service under this contract, will be held to the RID Code of Professional Conduct. A Sign Language Interpreter is someone who is able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary.

a. CERTIFIED

Interpreter 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.

b. NON-CERTIFIED, QUALIFIED

Defined as Interpreters who are not currently certified; however can show evidence they are “qualified” to provide Sign Language Interpretation. In order for a non-certified, qualified interpreter to be considered they will be required to provide additional documentation; see Appendix B for requirements.

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.

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.

Rates will be assessed based on the amount of notice provided by the Requesting Agency; not on the time it takes to find an appropriate Interpreter. 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 and dress code requirements 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.

5. RATES FOR SERVICE

The State of Delaware will be capping rates for American Sign Language Interpretation Services. Rates will be capped as follows:

- a. "Routine"
 - Certified: \$75.00/hour
 - Non-Certified: \$60.00/hour
- b. "Expedited"
 - Certified: \$85.00/hour
 - Non-Certified: \$70.00/hour
- c. "Emergency"
 - Certified: \$95.00/hour
 - Non-Certified: \$80.00/hour

Vendors will still be required to submit their rates in Appendix C, based on the various “notice” 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). Any travel for an interpreter that would be more than 100 miles roundtrip must be pre-approved by the requesting agency. The vendor shall provide the closest interpreter available. 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.).

The State also requests that vendors offer a “discounted” hourly rate for half-day (4+ hours), full day (7.5+ hours) and long term assignments. For full day or long term assignments mileage, toll, and parking reimbursements will not apply.

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. **Billing will identify the exact # of minutes associated with each appointment.**

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.

For Long Term service requests:

- In the event of a medical illness/emergency resulting in the inability of the employee/student to give a 48-hour cancellation notice for a long-term assignment, the agency will be billed for one (1) hour.
- In the event of a medical illness/emergency during business hours that results in the employee/student assigned a long-term interpreter need to dismiss the interpreter prior to the time originally contracted for, the interpreter may bill only for hours worked, plus one (1) hour.
- In the event of inclement weather, the interpreter is responsible for checking the local TV and/or Radio Stations for closure information. Information regarding closures can also be found on the State’s website. The Requesting agency will not be penalized for any service cancelled due to a weather related closure or delay. In the event of a delay interpreter is responsible for contacting the requester directly to determine the new arrival time or postponements.

Should an interpreter(s) become unavailable to attend a scheduled appointment the vendor will be responsible for obtaining a replacement and notify the requesting agency of the change ASAP. The Requesting Agency will not be responsible for any additional fees associated with the need for a substitute interpreter. Should the vendor not be able to provide a replacement interpreter in a reasonable amount of time requesting agency can procure the services open market and charge the vendor any price difference.

EXCEPTION

➤ **Para-Plus: In the event of a medical illness/emergency resulting in the inability of employee/student to give a 48-hour cancellation notice for a long-term assignment, the agency will be billed for two (2) hours.**

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.

F. WRITTEN TRANSLATION SERVICES

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Services shall include translation of documents, proofing, editing and output in the required format by technically qualified and experienced language specialists. Required fields of expertise includes, but are 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. **Mass printing and/or mailings of translated documents is not included in this contract.**

1. DEFINITION

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. RATES

Vendors are to provide a per word rate for written translation services for; 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).

Vendors are to provide an hourly rate for proofreading the finished written translation document.

Vendors are to provide an hourly rate for authentication of the finished written translation.

Vendors are to provide an hourly rate for desktop publishing services of the finished written translation, desktop publishing indexing and table of contents, if required.

3. TRANSLATOR OPERATIONAL REQUIREMENTS

Translators shall complete translation work under this contract in accordance with the American Translators Association Code of Ethics and Professional Practice.

Translator must be able to (1) read and comprehend the source language, (2) write comprehensibly in the target language and (3) be able to choose the equivalent expression in the target language that both fully conveys and best matches the meaning intended in the source language.

Translators must meet at least one of three requirements outlined below:

- Advanced translation studies
 - Equivalent qualification in another specialty plus a minimum of two years documented experience in translation
 - At least five years of documented professional experience in translation.
- The translator qualifications must be spelled out in the resumes submitted with the proposal response. See “Skill testing and screening” under Company Response or “Education” under Interpreter/Translator Response for resume requirements.

Translator must communicate, as much as possible, the same meaning in the target language text as was intended in the source language text.

Translator must maintain the dynamics of the original source language text, meaning that the document appears as though it was created in the target language for that target audience.

Translator must be culturally sensitive in understanding, respecting, and conveying any cultural characteristics that may apply to the message of the text.

Translators, editors, and proofreaders must be bilingual and culturally competent for the language(s) in which they will provide services.

A single translator shall be used to complete each document to ensure continuity and consistency.

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.

4. REQUEST FOR SERVICE

Agencies will designate a contact person for each translation request. If there are any questions concerning the agency's meaning or intent of the source document, the contract vendor shall contact this person for determination prior to starting any work.

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.

Prior to submitted documents to the contract vendor for translation, the requesting agency shall:

- Thoroughly review English materials, to assess whether information is well written, clear, and accurate, and using simple language that is easily translatable.
- If appropriate, verify accuracy of information with subject matter experts.

Plain Language: To aid translation, documents should follow principles of plain language. These principles include the following:

- Elimination of nonessential information
- Organization that highlights the main point(s) early in a document and sections of a document
- Familiar words with clear meanings; avoid or explain jargon, technical terms, abbreviations and acronyms, redundant phrases, contractions, colloquialisms, idioms and metaphors
- Short, simple sentences; avoid wordy phrases and unnecessary synonyms.....
- Consistent, accurate punctuation and capitalization
- Short paragraphs and bulleted lists

Request for Quote

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.

Price estimates are to be broken down and include the following:

- Word count of source document
- Translation cost at per word rate
- Proofreading cost at hourly rate
- Authentication cost at hourly rate; if requested
- Desktop publishing cost at hourly rate; if requested

Quotes that contain hourly rates are to show the estimated # of hours to complete the requested task. Should the # of hours exceed the quote amount by more than 10% the vendor must get approval from requesting agency prior to completing the task.

Translation requests are to include at a minimum the following information:

- Contract Number
- Agency information
 - Agency/Department/Budget Code Number
 - Point of Contact (Name, Phone, Email)
 - Billing Information
- Target Language and Target Audience
- Design, Format requirements
 - Authentication
 - Desktop Publishing

Prior to starting any translation work, the contract vendor must also do the following:

- Review the text
- Identify key terms and concepts that require clarification.
- Meet with the agency's contact person to discuss these terms and concepts, as well as the target audience, key objectives and channels for document dissemination.
- Develop a working glossary of these terms and concepts for each language in question and/or use an agency-approved glossary, if available.
- Use these terms and concepts consistently throughout the translated document.
- Keep the working glossary for future use if agency approved glossary is unavailable.
- If warranted, propose changes to the agency-approved glossaries for the purposes of updating, expanding and correcting terminology.

The reading/comprehension level of the translations must be comparable to that of the English version. As various State agencies may have different requirements, individual agency requests will establish the reading/comprehension level for the documents being requested.

5. QUALITY ASSURANCE

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.

All documents are to be reviewed by a translator who did not complete the initial translation. This translator is to examine the translation for its suitability for the agreed purpose, and recommend corrective measures.

6. AUTHENTICATION

For requests that include authentication, the vendor shall supply the requestor with a certificate signed by the initial translator, reviewer, and vendor certifying the following:

- Translator has communicated, as much as possible, the same meaning in the target language text as was intended in the source language text.
- Translator has maintained the dynamics of the original source language text, meaning that the document appears as though it was created in the target language for that target audience.
- Translator was culturally sensitive in understanding, respecting, and conveying any cultural characteristics that may apply to the message of the text.
- Translators, editors, and proofreaders is bilingual and culturally competent for the language(s) in which they will provide services.
- The reading/comprehension level of the translations is comparable to that of the English version.

In the event a translated document, that include the authentication certificate, is found to contain errors the vendor will be responsible for correcting the errors at no additional cost to the requesting agency. The vendor will have 48 hours to complete the corrections. Should the corrections not be completed in the 48 hours, requesting agency may seek services from another vendor to translate the document, correcting the original error(s) found and bill the original vendor for the expense.

7. TURNAROUND TIME

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 2 week, plus 1 additional day for each additional 10 pages.