



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 16, 2015

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** (Effective April 1, 2016)  
**CONTRACT NO. GSS15602B-LINGUIST**  
**Interpretation & Translation Services, Re-Bid of Bid Package B – Sign Language**

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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. This award covers **only** Sign Language. For Foreign Language Interpretation & Translation Services (On-Site, Telephone Based, & Written) please refer to: [http://contracts.delaware.gov/contracts\\_detail.asp?i=2771](http://contracts.delaware.gov/contracts_detail.asp?i=2771).

### **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 through March 31, 2016. Each contract may be renewed for three (3) one (1) year periods 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.

**Contract has been extended one year, through March 31, 2017.**

### **3. VENDORS**

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*Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award.*

|   |  |
|---|--|
| GSS15602-LINGUISTV04<br><b>AllWorld Language Consultants, Inc.</b><br>172 Rollins Avenue<br>Rockville, MD 20852-4005<br>FSF: 0000246685 | GSS15602-LINGUISTV12<br><b>American Sign Language, Inc.</b><br>444 E 20 <sup>th</sup> St., Suite ME<br>New York, NY 10009<br>FSF: 0000246204 |
|---|--|

### **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.

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. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15602-LINGUIST on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **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. SERVICE REQUIREMENTS – GENERAL**

For full Scope of Work, refer to the solicitation documents associated with this award.

### **a. Statement of Needs**

The State is looking to award a contract covering a number of linguist services; including: On-Site Sign Language Interpretation, On-Site Foreign Interpretation, Telephone Based Foreign Interpretation, and Written Translation. This solicitation is broken into several “bid packages”. Each bid package represents a specific service. Vendors are not required to bid all packages nor all languages within the bid packages. Bid packages will outline service specific requirement as well as response requirements for the identified service.

Vendors can be considered for one or more bid packages but must show responsibility in each bid package in order to be considered. Award notification by email will identify parts awarded and any limitations. Services are restricted to only the specific parts and languages awarded. The vendor retains sole responsibility for ensuring services are provided only in the areas awarded. Any term negotiation after award must be initiated by Government Support Services.

### **b. Detailed Requirements**

The detailed requirements outlined below are the general overview requirements applicable to each of the bid packages. Technical requirements for each service can be found in:

- Bid Package A: Sign Language
- Bid Package B: Foreign, On-Site
- Bid Package C: Foreign, Telephone
- Bid Package D: Foreign, Written

### **c. Definitions**

**Full-Day:** A full-day assignment shall be a period of 8 or more hours. Vendor shall discuss full-day requests with requesting entity to determine how many interpreters are needed. A full-day assignment does not mean the interpreter will be providing services the entire length of time. Initial request will include direction on how lunch will be handled and will include a follow-up between the requesting agency contact and interpreter at the beginning of the scheduled appointment.

**Half-Day:** A half-day assignment shall be a period of 4+ hours. Vendor shall discuss half-day requests with requesting entity to determine how many interpreters are needed. A half-day assignment does not mean the interpreter will be providing services the entire length of time.

**Long-Term:** Five or more assignments (days, regardless of hours and not required to be consecutive) for any one Individual (State employee or client). Interpreters will not be permitted to work through lunch or charge time for a “working lunch”.

**Supplemental Time:** includes; but not limited to, calls required by the interpreter to schedule or confirm an on-site appointment with LEP (Limited English Proficiency) client, follow-up clarification calls between LEP client and Requesting Agency within 24-hours of on-site appointment, early pre-appointment time specified by the Requesting Agency.

**Type of Notice, 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.

**Type of Notice, 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.

**Type of Notice, 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.

## **16. SERVICE REQUIREMENTS – SIGN LANGUAGE**

### **a. 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 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 service requests are to be filled by certified interpreters.**

### **b. Request for Service**

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 entities may need the interpreter to complete, such as scheduling appointment with client and confirmation of appointment are to be considered supplemental time associated with**

**the “appointment”.** No additional fee for this service will be permitted. 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 should include, **at a minimum**, the following information:

- Appointment Location
- Appointment Date
- Appointment Start Time & Estimate Duration
- Language & Technical Requirements
- Appointment Contact Person
- Billing Information

Requests may also include:

- Gender specific requirement
- Requests for a specific interpreter, previously used, for continuity and consistency

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.

At any time following interpretation service the vendor may be required by the requesting agency to answer questions and/or provide back-up documentation to support billing inquiries. The vendor must keep an accurate record of all performance time.

c. **Minimum Billing**

The minimum billable time will be two (2) hour. On-Site Interpretation service will include the fifteen (15) minutes proceeding 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.

d. **Mileage**

With the exception of full day or long term assignments, vendor is permitted to bill for mileage above 25 miles roundtrip at a rate of \$0.40/mile. 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 qualified interpreter available for the task in question. Invoices must include back-up documentation supporting the mileage billed. Back-up documentation to consist of a MapQuest print out showing the interpreters starting location and appointment location.

e. **Requested Time –vs- Billable Time**

Should an interpreter not be needed for full requested time, requesting agency shall be billed for either minimum billable time or actual time interpreter was on site (whichever is greater) plus a \$25 shortened appointment fee. Examples below are based on a one-hour minimum.

- Example #1: Requested 9am – 1pm, with 8:45am arrival. Assignment completed at 11am. Agency would be billed 2.25 hours (8:45-11:00) + \$25.00
- Example #2: Requested 9am – 1pm, with 8:45am arrival. Assignment completed at 10am. Agency would be billed 2 hours (minimum bill) + \$25.00

Interpreters will be required to complete a linguist time sheet for each appointment under this contract. Time sheet must be signed off on by the requesting agency point of contact or their designee and a copy must be attached to the invoices.

Actual length of appointment may be less than or greater than the estimated time notated in original request for service. If it becomes clear the appointment may run past the estimated end time, a break will be called to allow the requesting agency to confer with the interpreter to see if their schedule allows for additional time or a follow-up appointment needs to be scheduled. In cases where the LEP client is involved in a DSCFY investigation or involuntary commitment to a State facility appointment length cannot be anticipated; therefore, interpreter will need to remain onsite until the initial appointment has concluded. Breaks will be provided where appropriate during the initial appointment.

**Exception: American Sign Language will bill for time scheduled.**

f. **Invoicing Requirements**

Invoices for services rendered must be on company letterhead and include the following **at a minimum**:

- Date of Invoice
- Contract #, GSS15602-LINGUIST
- Date of Service, to included scheduled time
- Appointment location
- Interpreter Name and/or ID #
- # of Minutes (exact)
- # of Minutes (billed)

**Billing will identify the exact # of minutes associated with each appointment. For SUPPLEMENTAL TIME the vendor must keep detailed records and be prepared to provide them upon request as back-up for an invoice.**

Each assignment shall be listed as a separate line item on the invoice.

Invoices submitted to Requesting Entities after award that fail to meet the minimum requirements will be rejected. Failure to provide a valid invoice within 30-days of a correction request may warrant notice to cure and contract termination.

g. **Cancellations**

**General**: 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 two (2) compensatory hours at the designated rate for the cancelled assignment.

**Weather**: 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.

**Interpreter:** 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.

h. **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. Should notification of late arrival not be provided 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.