



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 23, 2017

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE (Effective April 1, 2017)**
CONTRACT NO. GSS17602-LINGUIST
Interpretation Services – Sign Language

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OF
KEY CONTRACT INFORMATION

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

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from April 1, 2017 through March 31, 2018. Each contract may be renewed for four (4) 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.

3. ADDENDUM HISTORY

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- **Award Notice:** Effective April 1, 2017 through March 31, 2018. **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.**

Vendor exceptions to the original scope of work that were accepted can be found in the [Scope of Work](#) section of this Award Notice.

4. VENDORS

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American Sign Language, Inc.																																																								
Company Information		GSS17602-LINGUISTV01 444 E 20 th St. St. ME New York, NY 10009 FSF: 0000246204 Name: Christian Dorko PH: 855-634-2754 FX: 855-634-6747 EM: billing@asli.com																																																						
*Statewide																																																								
Service Request Contacts		<table><tr><td>Account Manager:</td><td colspan="3">Lindsay Henderson</td></tr><tr><td>Account Manager phone:</td><td colspan="3">855-634-2754</td></tr><tr><td>Account Manager email:</td><td colspan="3">office@asli.com</td></tr><tr><td>Secondary Contact:</td><td colspan="3">David Jondreau</td></tr><tr><td>Secondary Contact phone:</td><td colspan="3">855-634-2754</td></tr><tr><td>Secondary Contact email:</td><td colspan="3">david@asli.com</td></tr><tr><td>Emergency Requests:</td><td colspan="3">855-634-2754</td></tr></table>			Account Manager:	Lindsay Henderson			Account Manager phone:	855-634-2754			Account Manager email:	office@asli.com			Secondary Contact:	David Jondreau			Secondary Contact phone:	855-634-2754			Secondary Contact email:	david@asli.com			Emergency Requests:	855-634-2754																										
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Deaf-Hearing Communication Centre																																
Company Information		GSS17602-LINGUISTV02 630 Fairview Road, Suite 100 Swarthmore, PA 19081 FSF: 0000019208 Name: Kate Lafferty PH: 610-604-0450 FX: 610-604-0456 EM: klafferty@dhcc.org																														
*New Castle County ONLY																																
Service Request Contacts		<table><tr><td>Account Manager:</td><td colspan="3">Jeanne Bonnes</td></tr><tr><td>Account Manager phone:</td><td colspan="3">610-604-0450</td></tr><tr><td>Account Manager email:</td><td colspan="3">jbonnes@dhcc.org</td></tr><tr><td>Secondary Contact:</td><td colspan="3">Julie Suen</td></tr><tr><td>Secondary Contact phone:</td><td colspan="3">610-604-0450</td></tr><tr><td>Secondary Contact email:</td><td colspan="3">julies@dhcc.org</td></tr><tr><td>Emergency Requests:</td><td colspan="3">610-604-0450</td></tr></table>			Account Manager:	Jeanne Bonnes			Account Manager phone:	610-604-0450			Account Manager email:	jbonnes@dhcc.org			Secondary Contact:	Julie Suen			Secondary Contact phone:	610-604-0450			Secondary Contact email:	julies@dhcc.org			Emergency Requests:	610-604-0450		
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Deafinitions & Interpreting, LLC																																				
Company Information		GSS17602-LINGUISTV03 1148 Pulaski Highway, Suite 236 Bear, DE 19701 FSF: 0000022820 Name: Joe D'Occhio PH: 302-563-7714 FX: 302-338-8050 EM: info@deafinterpreting.com																																		
Service Request Contacts		<table><tr><td>Account Manager:</td><td>Joe D'Occhio</td></tr><tr><td>Account Manager phone:</td><td>302-563-7714</td></tr><tr><td>Account Manager email:</td><td>info@deafinterpreting.com</td></tr><tr><td>Secondary Contact:</td><td>Shannon Ward</td></tr><tr><td>Secondary Contact phone:</td><td>302-563-7714</td></tr><tr><td>Secondary Contact email:</td><td>info@deafinterpreting.com</td></tr><tr><td>Emergency Requests:</td><td>302-290-0725</td></tr></table>			Account Manager:	Joe D'Occhio	Account Manager phone:	302-563-7714	Account Manager email:	info@deafinterpreting.com	Secondary Contact:	Shannon Ward	Secondary Contact phone:	302-563-7714	Secondary Contact email:	info@deafinterpreting.com	Emergency Requests:	302-290-0725																		
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Interpreting Services																				
Company Information		GSS17602-LINGUISTV04 PO Box 119 Camden-Wyoming, DE 19934 FSF: 0000031190 Name: Caroline Greene PH: 302-399-7823 EM: carolinegreene@comcast.net																		
*Independent																				
Service Request Contacts		<table><tr><td>Account Manager:</td><td colspan="3">Caroline Greene</td></tr><tr><td>Account Manager phone:</td><td colspan="3">302-399-7823</td></tr><tr><td>Account Manager email:</td><td colspan="3">Carolinegreene@comcast.net</td></tr><tr><td>Emergency Requests:</td><td colspan="3">302-399-7823</td></tr></table>			Account Manager:	Caroline Greene			Account Manager phone:	302-399-7823			Account Manager email:	Carolinegreene@comcast.net			Emergency Requests:	302-399-7823		
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MDS Interpreting, LLC																				
Company Information	GSS17602-LINGUISTV05 PO Box 5453 Wilmington, DE 19808 FSF: 0000161011 Name: Margaret Stewart PH: 302-239-7989 EM: peg.stewart@verizon.net																			
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Service Request Contacts	<table><tr><td>Account Manager:</td><td colspan="3">Margaret Stewart</td></tr><tr><td>Account Manager phone:</td><td colspan="3">302-239-7989</td></tr><tr><td>Account Manager email:</td><td colspan="3">Peg.stewart@verizon.net</td></tr><tr><td>Emergency Requests:</td><td colspan="3">302-507-2393</td></tr></table>				Account Manager:	Margaret Stewart			Account Manager phone:	302-239-7989			Account Manager email:	Peg.stewart@verizon.net			Emergency Requests:	302-507-2393		
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5. PRICING

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

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 GSS17602-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. REQUIREMENTS

For a complete list of contract specifications please refer to the [Scope of Work](#) section of this Award Notice.

12. 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.

13. 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.

14. 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.

15. 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 State of Delaware is seeking responses from qualified and/or certified interpreter agencies or individuals, to provide interpretation & translation services on an as needed basis. In addition to general interpretation, Agencies may require linguists be able to correctly interpret/translate technical conversations. Technical conversations, may include; but are not limited to: Medical, Legal, Architecture/Engineering.

This solicitation is solely for Sign Language Interpretation. Unless otherwise stated in a service request all service requests are to be filled by RID/NAD certified interpreters.

B. BACKGROUND

The State of Delaware currently has two contracts covering interpretation & translation services.

- Interpretation and Translation Services, GSS15602-LINGUIST, covers the State's need for: (a) Foreign, On-Site Interpretation; (b) Foreign, Telephonic Interpretation and (c) Foreign, Written Translation services. Which has been extended through March 31, 2018.
- Interpretation and Translation Services, Re-Bid of Bid Package A – Sign Language, GSS15602B-LINGUIST, covers the State's need for On-Site Sign Language Interpretation. **The resulting contract from this solicitation will replace GSS15602B-LINGUIST which expires March 31, 2017.**

Information regarding the current contracts can be found online at: <http://contracts.delaware.gov/>.

C. SCOPE SPECIFIC DEFINITIONS

- Base of Operations: Location from which an interpreter will be traveling to reach a destination of on-site interpretation.
- Certified, Sign Language: 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) at a certification level including CSC, CI, CT, NIC (any level), CDI, NAD: Level 4 or NAD: Level 5. **Unless otherwise stated in a service request all service requests are to be filled by certified interpreters.**
- External Requirements: The State requires interpreters 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. **Requests may occasionally include locations outside of the State of Delaware.** On-site interpreters must have the ability to translate terminology related to the legal (non-judicial), medical, psychological/mental and dental fields, architecture/engineering and other technical fields. The State has several locations that operate on a 24/7 basis; therefore we are requesting that interpreters be available 24/7.
- Full-Day: A full-day assignment is defined as a period of 8 or more hours. Vendor shall discuss full-day requests with requesting entity to determine how many interpreters are needed.
- Half-Day: A half-day assignment is defined as a period 4 or more hours. Vendor shall discuss half-day requests with requesting entity to determine how many interpreters are needed.
- Individual: A State employee, student (primary or higher education), or other client of the State that requires an interpreter on a continual basis.

- 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.
- Interpreter Procedure Manual: Written summary provided by the Vendor describing in overall detail all procedural steps required to be followed by the sign language interpreter.
- Legal Interpretation: The State's requirement for On-Site Interpretation services includes legal related interpretation. These interpreters must have knowledge of legal terminology 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.

- Long-Term: Five or more assignments (days, regardless of hours and not required to be consecutive) for any one Individual (State employee or client).
- Medical Interpretation: The State's requirement for On-Site Interpretation services includes medical related interpretation. These interpreters must have a reasonable 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 may 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, home visit settings. 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.

- Non-Certified, Qualified (Sign Language): 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. Three reference letters must also be included. Reference letters must be from:
 - A deaf customer,
 - A certified interpreter with no business or contractual relationship with the non-certified interpreter, and
 - A client (agency/business) with no business or contractual relation with the State of Delaware.

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

- Requesting Entity: State of Delaware Agency and/or any other entity or group eligible to utilize the contract.

- Standard Hours: Standard hours are weekdays (Monday through Friday) from 6:00am to 6:00pm Local Time, excluding Observed Holidays.
- Technical Interpretation: Interpretation that requires a working knowledge and understanding of legal (non-judicial); medical, psychological/mental and dental fields; and other technical fields, architecture/engineering terminology.
- Type of Notice, Routine: Routine requests will include service requests where the requesting agency is providing the vendor at least three (3) days' notice.
- 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.
- 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 on-site within two hours or as soon as possible, weather and distance permitting.
- Validated Complaint: A complaint investigated by the Vendor which determines that an interpreter has misinterpreted the overall meaning/context of the individual who is being interpreted or has not adhered to appointment times, or other rules of interpretation.

D. CUSTOMER SERVICE

The Vendor(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle service requests, questions and/or problems that may arise. At least one Customer Service Representative must be available during Vendor's operating hours. All representatives must have on-line access to information to provide immediate response to inquiries concerning the status of service requests, State contract pricing, and general information. Representatives should be available by phone, fax, or email (local or 800 number preferred). Vendor is responsible to provide immediate notification of any changes in Customer Service contact information to the Government Support Services Contract Officer overseeing the contract.

The Vendor(s) shall provide an escalation tree for problem resolution.

E. VENDOR REQUIREMENTS

Vendor shall submit with their proposal response a copy of the current Interpreter Procedure Manual.

Vendor shall explain in their proposal response how they track interpreter performance and address performance complaints including; but not limited to: skill, no shows or habitual cancellations, and professionalism. Response shall include, at a minimum:

- how complaints can be submitted, are investigated, and resolution notification;
- complaint escalation, in the event of multiple validated complaints regarding one interpreter;
- after appointment follow-ups to assess interpreter's capabilities, professionalism, etc; and
- how complaint process will be shared with customers.

Vendor shall be required to report on a monthly basis, by the 15th of each month, to the State of Delaware Contract Officer the number of complaints filed and disposition for each complaint.

F. INTERPRETER MINIMUM QUALIFICATIONS

For the purposes of this solicitation and resulting contract(s) linguists included in a "company" response will be considered vendor employees; not subcontractors, so you will not need to complete Attachment 7 for each proposed linguists.

Award Notice

Contract No. GSS17602-LINGUIST

State of Delaware Contract Officer overseeing the resulting contract award will maintain a Master List of interpreters approved to provide sign language interpretation, by awarded vendor. Vendors awarded the contract will only be able to use those interpreters who meet all requirements and are documented on file with the Contract Officer. Vendors will be permitted to submit updates for the Master List on a monthly basis; exceptions will be made for new languages with a more immediate need. Vendors found to be filling on-site service requests with an interpreter not on the Master List as approved will be subject to a penalty, not to exceed \$250, per occurrence unless waived by Contract Officer for extenuating circumstances.

The vendor shall provide certified/qualified and experienced language professionals with relevant knowledge in the required field of expertise for performance of the services requested. All personnel providing services on this contract shall:

- Minimum of three years providing sign language interpretation services.
- Interpreter Capability Sheet, Appendix C, outlining the interpreters experience providing sign language interpretation services.
- RID Certification or Non-Certified, Qualified supporting documentation.
- Successfully completed background check (See background check for more information).

G. INTERPRETER REQUIREMENTS

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.

The interpreter will remain neutral in the conversation.

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.

H. BACKGROUND CHECKS

The vendor is responsible to ensure 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 is 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 older than January 1, 2014.

1. **Department of Correction:** 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. The background check completed by the Department of Correction is in addition to the initial background check requirement.
2. **Department of Services for Children, Youth & Their Families**
 - Criminal Background Checks for Contracted Services in Delaware: 31 Del. C. Section 309 requires criminal background checks on "any person employed by the Department (or its in-state Contractors) in a position which involves supervisory or disciplinary authority over a child/youth or in a position which provides the opportunity to have direct access to or contact with a child/youth without the presence of other employees or adults." The Provider will document that all present program employees have completed the criminal background check in keeping with Delaware's State Regulations and that all future hires will have begun the criminal background check process prior to beginning the orientation phase of their employment.
 - Mandated Reporting of Abuse and Neglect
 - Delaware Providers: The Provider will assure that its employees know they are mandated reporters as specified in 16 Del. C. Subsections 901 – 914, and are trained in the Division of Family Services (DFS) reporting procedures. When an employee knows or reasonably suspects child abuse or neglect (intra-familial or in out-of-home care setting), an oral report will be made to the toll-free Child Abuse Report Line by calling 1-800-292-9582. This number is operational 24 hours per day, 365 days per year. Within 72 hours after the oral report, a completed DFS Child Abuse/Neglect Mandatory Reporting Form will be sent to the appropriate regional office of the county of the child(ren)'s residence. At the same time, a copy will be forwarded to the DSCYF Contract and Program Administrator(s).
 - Out-of-State Providers:
 - When a Provider's employee or agent knows or reasonably suspects child abuse or neglect of a DSCYF child/youth in their program that occurred in Delaware, an oral report shall be made to the Delaware Child Abuse Report Line by calling 1-800-292-9582. A completed DFS Child Abuse/Neglect Mandatory Reporting Form will be sent to the Delaware Abuse and Neglect Report Line and the DSCYF Contract and Program

Administrator(s) by the Provider within 72 hours of the oral report. A copy of this form can be obtained on the internet link listed in Section XIII of the Operating Guidelines, Useful Websites.

- When a Provider's employee or agent knows or reasonably suspects child abuse or neglect, including institutional abuse, of a DSCYF child/youth in their program that occurred in a setting outside of Delaware, the Provider shall report the alleged abuse or neglect to the Child Protective Services agency where the child is placed. The Provider shall also make person-to-person voice contact within 4 hours with the DSCYF Contract Administrator and the DFS case manager if the case is open in DFS. Incidents of out-of-state abuse or neglect require that the Provider complete a Reportable Event Summary within 72 hours (see Section IX of the Operating Guidelines, Reportable Events and Notification Procedures).

3. 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.

4. Discrimination

Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti-discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status, or any other unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 Del. C. Ch.58.

5. Legal Requirement

Linguist may be subpoenaed to testify in court as to what their qualifications and certifications are and to verify communications relayed between the State and a State client. Vendor shall bear all costs and expenses associated with responses to subpoenas or other legal process, including but not limited to travel and lodging expenses for any required personal appearances for testimony or deposition.

I. REQUEST FOR SERVICES

1. General: Rates will be assessed based on the amount of notice and date and time of requested service 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, linguists 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. This time is included in the two-hour minimum. The vendor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they are present at the proper location and on time. Vendors must be aware of and adhere to any security clearances 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
- Technical Requirements, if applicable
- **State Scheduler** Contact Person
- Billing Information

Requests may also include:

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

2. Request Response Time

For **Routine** and **Expedited** Service Requests, vendor shall acknowledge receipt of a request within two hours of receipt. Vendor shall provide the requesting agency with a confirmation as soon as an interpreter(s) has been booked for the appointment. Confirmation should be provided as quickly as possible; preferably not to exceed 24 hours. Requesting agencies reserve the right to submit service requests to all awarded vendors to ensure prompt bookings and will go with the first vendor to confirm the booking. **Responding vendor is to identify a turnaround time commitment to which they can guarantee a response to service requests for negotiations. In the event a vendor does not respond to service requests within the agreed upon timeframe, accepting an assignment and providing names of interpreters booked or notifying the requesting agency that they were unable to secure the necessary interpreter(s), vendor will be assessed a penalty of \$25.00 payable to the requesting agency.**

Deaf-Hearing Communication Centre Exception: All requests for routine service received during business hours will be acknowledged within 24 business hours. We will acknowledge and if able, confirm requests for expedited requests sent during business hours within the same or next business day. Emergency medical and legal requests are handled over the phone with our Emergency Interpreting Service dispatchers and are discussed/acknowledged and if possible, confirmed within an hour. Requests for routine or expedited service received during weekends or holidays will be acknowledged during the next business day.

Confirmations of routine interpreting requests may require more time, especially if the request is complicated or if the job will not take place for quite some time. When acknowledging the request, we can provide insight as to when confirmation can be expected.

Deafinitions & Interpreting Exception: D&I will work with requesting agencies that need to adjust scheduled start time with our scheduled interpreter(s). If interpreter(s) are available to adjust their schedule to accommodate the adjusted time without infringing on the interpreter(s) other confirmed assignments, then no penalty or cancellation charge will be invoiced to the State. However, if confirmed interpreter cannot accommodate the adjusted scheduled time, cancellation charge for reserved time will be billed if less than 48 hours notice was given to adjust scheduled start time.

For **Emergency** Service Requests, as deemed by the requesting agency, an interpreter will respond on-site within two hours or as soon as possible, weather and distance permitting.

3. Number of Interpreters: 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.

J. RATES & INVOICING

1. Minimum Billing: The minimum billable time will be two (2) hours. On-Site Interpretation service will include the fifteen (15) minutes proceeding 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. Travel time is not included in the two hour minimum, nor billable.

2. **Mileage:** 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. **Unless otherwise stated in a service request all service requests are to be filled by a RID/NAD certified interpreter.** Invoices must include back-up documentation supporting the mileage billed. Back-up documentation to consist of a MapQuest, Google, or other comparable navigation app print out showing the interpreters starting location (base of operation) and appointment location. **Reimbursement for parking and tolls, with receipts, will be permitted. Whenever available, free parking is to be utilized.**

Deaf-Hearing Communication Centre Exception: Mileage reimbursement at the IRS business mileage rate of \$0.54/mile.

Deafinitions & Interpreting Exception: Invoices to include a navigational printout supporting mileage billed for every assignment at or greater than 100 miles. For mileage billed less than 100 miles, a navigational printout provided upon request. Full mileage is expected at the current IRS standard rate of \$0.54 per mile.

3. **Hourly Rate:** Vendors are to provide a per hour rate for On-Site Interpretation services. Prices must be in US Dollars (2 decimal places).

Vendors are required to submit rates for all categories they can provide, including those with rate caps identified. Unless exception is taken to rate caps, rates that exceed the caps outlined will not be considered. Acceptance of exceptions is not guaranteed.

4. **Discount:** The State is requesting vendors provide discounted rates for: Half Day, Full Day, and/or Long Term Assignments.
5. **Requested Time:**

Requested time, is billable time. The State reserves the right to adjust the scheduled appointment time, up to 24 hours in advance of scheduled appointment without penalty (including cancellation by company and/or interpreter).

Deaf-Hearing Communication Centre Exception: The State reserves the right to adjust the scheduled appointment time, within a two-full business day time period. Two business days are needed between the day the cancellation/adjustment is made (during 9-5 business hours) and the day of the scheduled assignment. For example, if the assignment is on Tuesday, we must receive the adjustment/cancellation by the close of business on Thursday the week prior. (Two full business days are Monday and Friday). Likewise, if the assignment is on Friday, we must receive the adjustment/cancellation by the COB on Tuesday.

Interpreters will be required to complete a State standard 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.

Deafinitions & Interpreting Exception: Interpreters to complete time sheets for each appointment except long-term assignments.

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.

6. **Invoices:** Invoices for services rendered must be on company letterhead and include the following at a minimum:
- Date of Invoice
 - Contract #, GSS17602B-LINGUIST
 - Date of Service, to included scheduled time
 - Appointment location
 - Interpreter Name and/or ID #
 - # of Minutes (exact)
 - # of Minutes (billed)
 - Mileage billed (with supporting documentation)
 - Hourly rate billed to requesting agency
 - Name of original State Scheduler

Billing will identify the exact # of minutes associated with each appointment. Each appointment shall be listed as a separate line item on the invoice. Completed and initialed timesheets are to be attached to the invoice.

Deafinitions & Interpreting Exception: Since invoicing is based on a 2 hour minimum, indicating # of minutes (exact) on every invoice for every assignment is cumbersome and unnecessary. In addition, # of minutes (exact) will be indicated on time sheet submissions. D&I agrees with all other invoicing requirements listed.

Invoices must be submitted on a monthly basis and include all required back-up documentation. 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.

All Vendors must submit a sample invoice with their proposal clearly showing compliance to the minimum invoicing requirements above. Sample invoices that do not meet the minimum invoicing requirements will be rejected and your bid may be declared non-responsive.

K. CANCELLATIONS

1. **Requesting Agency**
- a) **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.

ASLI Exception: ASLI will bill the full amount of cancelled service.

Deaf-Hearing Communication Centre Exception: Cancelling a service request with less than 48 hours notice will be billed for time scheduled.

Deafinitions & Interpreting Exception: Requesting agency cancelling a service request with less than 48 hours notice will be billed for time reserved per interpreter.

- b) 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.

2. Interpreter

- a) Schedule Conflict: 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 as soon as possible. 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, as determined by the requesting agency, requesting agency can procure the services open market and charge the vendor any price difference **plus a penalty up to \$100.00 per incident**. Vendor shall identify in the proposal response the number of instances before a schedule conflict for any given interpreter is deemed habitual and a validated complaint as well as the action to be taken.

ASLI Exception: ASLI will agree to a fee of \$15 per incident.

Deaf-Hearing Communication Centre Exception: If an interpreter does not show up for an assignment, we will waive the costs associated for that specific request and will also waive costs for the rescheduled appointment. In essence, the State will receive interpreting services for free. If there is no rescheduled appointment or the request is complex, we are open to discussing the matter with the State's representatives to determine a fair and equitable resolution for all parties. If a resolution cannot be reached, we will pay a penalty of \$100. We want to also note that this assumes that all information regarding location is correct, the interpreter is unable to physically arrive on-site (due to illness or any other reason) and we are unable to arrange a substitute to appear.

Deafinitions & Interpreting Exception: We understand the frustration regarding incidences of last minute interpreter cancelations and/or no shows. This situation has a ripple effect from the person(s) who scheduled the appointment, to those who have blocked off their time to be present for the appointment, to the Deaf consumer who was anticipating services. In addition, the Interpreting agency has lost time and lost revenue and possibly loss of reputation due to any frequency in this activity.

D & I proposes to continue our commitment to interpreter trainings and review policies and procedures, especially with regards to this issue. In addition, we propose the following:

- True emergency situations - no charge.
- Non emergency situations - one time warning then \$50 fine each additional incident.

- b) No Show: A "no show" is when the interpreter(s) does not report for an assignment. Requesting Agency will notified the vendor of any interpreter "no show" appointments. **"No Shows" will be subject to a penalty up to \$100.00 per incident charged to the vendor**. Requesting Agency shall not be billed for the appointment. Vendor shall consider such notification a validated complaint. Vendor shall identify in the proposal response the action to be taken for this type of validated complaint.

ASLI Exception: ASLI will agree to a fee of \$15 per incident.

Deaf-Hearing Communication Centre Exception: If an interpreter does not show up for an assignment, we will waive the costs associated for that specific request and will also waive costs for the rescheduled appointment. In essence, the State will receive interpreting services for free. If there is no rescheduled appointment or the request is complex, we are open to discussing the matter with the State's representatives to determine a fair and equitable resolution for all parties. If a resolution cannot be reached, we will pay a penalty of \$100. We want to also note that this assumes that all information regarding location is correct, the interpreter is unable to physically arrive on-site (due to illness or any other reason) and we are unable to arrange a substitute to appear.

Deafinitions & Interpreting Exception: D & I was founded to provide quality interpreting services to the Delaware Deaf community. It is our goal and commitment to provide the most reliable and accurate services for those needing our services. While our incidences of last minute interpreter cancelations (for any reason) are extremely low, D & I agrees to take additional measures necessary to stress the importance of showing up and arriving early for each appointment. In addition to making this an agenda item in our D & I interpreter meetings, we agree to add the following financial consequence (in red) to all interpreter confirmations once an interpreter accepts an assignment:

This is a contracted request that requires a guarantee of services once confirmed. While incidences of interpreter no shows are extremely rare, please note that interpreters are subject to a financial consequence equivalent to one hour of your hourly rate for an interpreter no show or assignment give back (within 24 hours) unless due to extreme emergency situations.

In addition, we propose the following:

- True emergency situations - no charge
- Non emergency situations - one time warning then \$50 fine each additional incident.

- c) **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 **minus a \$50 late arrival penalty; minimum billable time will not apply**. 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 arrival penalty.

ASLI Exception: ASLI will agree to a fee of \$10 per incident.

Deaf-Hearing Communication Centre Exception: DHCC will agree to a fee of \$10 per incident.

Deafinitions & Interpreting Exception: D&I agrees to contact requesting agency if an interpreter is running late and advise regarding the interpreter's ETA. D&I agrees to deduct the amount of time that the interpreter was late from the reserved time or minimum billable time and invoice accordingly. In addition, if an assignment is completed before a late interpreter arrives, D&I will not bill for the assignment nor mileage incurred. However, D&I cannot agree to the additional penalties outlined in this section.