

**STATEWIDE FOREIGN LANGUAGE
INTERPRETATION and TRANSLATION SERVICES**

AN OVERVIEW OF THE CONTRACT'S SERVICES

PROJECT NO. 050B7800015

**DEPARTMENT OF
BUDGET & MANAGEMENT**

Contract Term: 7/1/2007 through 6/30/2012

Please Note: This Overview of the Contract's Services (Version 2, Dated May 29, 2008) is for general reference purposes only to describe the DBM Contract's scope of services. It is based upon the Contract's original solicitation, subsequent addenda, and Modification No. 1; however, this replication is unofficial and to be used only as a reference. Three attachments at the end of this document are examples of documents referenced in the Scope of Services text. When viewing them electronically, it may take a short time for your system to 'pull them up.'

For cross reference purposes, the original solicitation's Section 1-General Information corresponds to the Section 1 in this document. Information not pertaining to this document's current summary has been removed. The Section 2-Scope of Services herein is the same as the original solicitation's Section 2-Scope of Work (and its subsequent addenda) with the exception of what is new and has been edited into this Overview per the last contract modification. Sections that have been edited are noted by red text herein. Where the red text begins and concludes is noted with an asterisk.

***For the official RFP, its addenda, and other contractual documents, please see the DBM URL:
[http://dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/procurement/contract_library/s
ervices_contracts/statewide_language_interpretation_services.html](http://dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/procurement/contract_library/services_contracts/statewide_language_interpretation_services.html)***

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SECTION 1 - GENERAL INFORMATION

Please Note: Wording in the color red is preceded and concluded with an asterisk (*) and indicates the changes applicable to this document's latest version.

Summary

The purpose of the Request for Proposals (RFP) and its subsequent Contract is to provide Maryland State agencies with competent, 'Continuously Available' telephonic, on-site and written document language translation services to minimize or eliminate any language barrier. These services provide an on-demand, easy to use, cost-effective source of language interpretation to State government personnel and other entities as described in Section 2-SCOPE of SERVICES.

DBM awarded Contracts for the State as follows:

- A. Service Category I: One (1) Contract award for telephonic interpretation services within a specified group of core languages. (See Section 2.2; Primary Contractor: CTSLanguageLink)
- B. Service Category II: Two (2) Contract awards for on-site interpretation services within a specified group of core languages. (See Section 2.3; Primary Contractor: Lionbridge Global Solutions, Inc.; and, Secondary Contractor: CTSLanguageLink)
- C. Service Category III: Two (2) Contract awards for written document language translation services within a specified group of specified core languages. (See Section 2.4; Primary Contractor: Schreiber Translations, Inc.; and Secondary Contractor: CTSLanguageLink)

Abbreviations and Definitions

For purposes of the RFP, the following abbreviations and terms have the meanings indicated below as denoted in the RFP, its addenda, and any modification; however, the original descriptions are not changed. Therefore, the 'successful Offeror' is now the Contractor(s) in their applicable Service Category Area:

- a. **Additional Languages and Dialects** – Additional Languages and Dialects are Non-Core Languages and dialects that are not Continuously Available .
- b. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation; i.e. the interpreter's home address.
- c. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- d. **Continuously Available** – Provision of translation services on a 24-hours per day, 7 days per week, 365 days per year basis (366 days in a leap year).
- e. **Contract** – The Contract awarded to a successful Offeror pursuant to this RFP. A sample of the Contract is included in this RFP as Attachment A.
- f. **Contract Administrator** – The State representative for this project, designated in Section 1.7, who is primarily responsible for Contract administration functions.
- g. **Contractor** – A selected Offeror that is awarded a Contract by the State.
- h. **Contractor Representative** – The Representative appointed by the Contractor who is responsible for the daily management and administrative functions of the Contract from the Contractor's perspective.

- i. **Core Languages** – A specified group of mandatory languages within each service category. Offerors shall be able to provide Continuously Available services for all mandatory languages within each service category being proposed.
- j. **Critical On-Site** – Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Contractor with less than six (6) hours notice.
- k. **DBM** – Maryland Department of Budget and Management
- l. **Expedited On-site** —*On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Contractor with less than forty-eight (48) hours but greater than or equal to six (6) hours notice.*
- m. **Expedited Written** – Requests for 10 or fewer pages of Target Language translation that shall be completed within one (1) day from the day the Requesting Agency or Entity sends the Source Language to the Contractor. One additional day shall be permitted for each additional 10 pages of Target Language translation.
- n. **Interpreter Procedure Manual** – Written summary provided by the Contractor describing in overall detail all procedural steps required to be followed by the telephone interpreter, on-site interpreter and/or written document translator.
- o. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- p. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- q. **Non-Core Languages** – Languages not specified as Core Languages.
- r. **Non-Standard Hours** – All hours not specified as Standard Hours.
- s. **Observed Holidays** – The following are the Observed Holidays for this RFP. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.
- t. **Offeror** – An entity that submits a proposal in response to this RFP.
- u. **On-Site State Representative** – An individual authorized by the State to validate the information contained in Section B of the On-site Interpreter Assignment Sheet attached as Attachment M.
- v. **“Point-To-Your-Language” Cards** – A card (no smaller than 2” x 3” and no larger than 3” x 5”) that is constructed of a lightweight, but durable material that contains the appropriate translation for “Do You Speak” in (at a minimum) all eleven (11) On-Site Core Languages on one side and On-Site Non-Core **Additional Languages and Dialects** on the other side. These cards shall be made available by the Primary Contractor to on-site interpreters, Requesting Agency(s), Requesting Entity(s) and the Contract Administrator.
- w. **Primary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.3.3 that will be initially contacted for all occasions of need of on-site interpretation.
- x. **Procurement Officer** – The State representative designated in Section 1.7, who is responsible for the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- y. **Repetitive Text** – For written translation services, language that is repeated within a document or from a previous document to a subsequent document in a single assignment or from a previous assignment to a subsequent assignment.

- z. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B7800015 dated October 17, 2006, including any amendments.
- aa. **Requesting Agency or Requesting Entity** – The specific State government agency or non-State of Maryland government entity requesting telephonic, on-site and/or written document translation services.
- bb. **Requesting Agency or Requesting Entity Representative** – A Representative of the specific State government agency or non-State of Maryland government entity serving as the contact person for billing and all other purposes related to the request of telephonic, on-site and/or written document translation services. A Requesting Agency or Requesting Entity may designate more than one individual authorized to initiate requests.
- cc. **Routine On-site** —*On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Primary Contractor with less than ninety-six (96) hours but greater than or equal to forty-eight (48) hours notice. *
- dd. **Routine Written** – Requests for 20 or fewer pages of written document translation that shall be completed within one (1) week from the day the Requesting Agency/Entity sends the Contractor the Source Language. One additional day shall be permitted for each additional 10 pages of Target Language translation, or portion thereof, beyond the first 20 pages.
- ee. **Secondary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.3.3 that will be contacted if the Primary Contractor for On-Site Interpretation Service does not provide service in a timely manner.
- ff. **Source Language** – For written translation services, the language in which existing documents are written.
- gg. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00 a.m. to 8:00 p.m. Local Time, excluding Observed Holidays.
- hh. **State** – Means the State of Maryland.
- ii. **Target Language** – For written translation services, the language into which existing documents are to be translated.
- jj. **User ID** – The identification code assigned by the Contractor to the Requesting Agency or Requesting Entity for billing and contact purposes for telephonic, on-site and/or written document translation services.
- kk. **Validated Complaint** – A complaint investigated by the Contractor which determines that an interpreter has misinterpreted the overall meaning/context of the Source Language or dialog of the individual who is being interpreted.
- *ll. **Advanced Routine On-site** – Interpretation requests for onsite language interpretation by a Requesting Agency/Entity to the Primary Contractor with a minimum of 96 hours notice. The approved rate for Advanced Routine services is the same as the rate for Routine On-site services. *
- *mm. **Notice To Proceed (NTP)** – Written notice from the Contract Administrator to the Contractor directing the Contractor to perform a discreet activity identified in the work order and to begin immediately or as of a specific date contained in the NTP. *

Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) years beginning on or about March 1, 2007 through February 29, 2012.

Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Andrea R. Lockett
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 141
Annapolis, Maryland 21401
Phone Number: 410-260-7374 / Fax Number: 410-974-3274
E-mail: alockett@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice.

Contract Administrator

The Contract Administrator is:

Jacqué Boock
Maryland Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 137
Annapolis, Maryland 21401
Phone Number: 410-260-7681 / Fax Number: 410-974-3274
Email: jboock@dbm.state.md.us

DBM may change the Contract Administrator at any time by written notice to the Contractor.

Minority Business Enterprises

A Minority Business Enterprise (MBE) subcontractor participation goal of 15% of the total Contract dollar amount for each Service Category has been established for this contract.

Contract Type

The Contract is an Indefinite Quantity Contract with Fixed Unit Prices in accordance with COMAR 21.06.03.06.

Procurement Method

The Contract was awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

Additional Information for Reference Purposes

Additional information for reference may be obtained from the DBM Website at URL:
<http://www.dbm.maryland.gov/portal/server.pt?open=512&objID=402&PageID=3087&cached=true&mode=2>

Each end-user State Agency is responsible for establishing its account(s) and reimbursing each Contractor for their respective services as rendered.

Each State Agency is required to reference the established BPO numbers listed on the Categories and Contacts page of the DBM Website at the URL below when entering purchase orders in ADPICS.

http://dbm.maryland.gov/dbm_publishing/public_content/dbm_search/procurement/using_language_int_svcs/language_interpretation_contacts.html

State Agencies are encouraged to contact each company to set up accounts and find out further information regarding user training.

Use by Non-State of Maryland Government Entities

County, municipal, and other non-State governments or government agencies within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or government agencies: (1) shall constitute Contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State of Maryland agency.

All Contract prices, terms and conditions must be provided to any Maryland local government requesting services under this Contract.

Liquidated Damages

(Note: The Liquidated Damages section has been updated in its entirety.)

***It is critical to the success of the State's programs that the interpretation and translation services be maintained in accordance with the agreed upon schedules. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.**

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on scheduled work and provision of services to the State and its citizens. The State and the Contractor(s), therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount(s) as liquidated damages and not as a penalty. The State, at its option for

amount due the State as liquidated damages, may deduct such from any money payable to the applicable Contractor or may bill the Contractor as a separate item.

Reliability of the service of the Contractor(s) is of the essence. Downtime on any part of the Contracted interpretation and translation services must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the Contract Administrator or the Contractor. If the Contractor fails to provide the requested services within the time specified below, then the State may assess liquidated damages as provided below in the following amounts:

- A. For Core Languages for Telephonic Language Interpretation: The Primary Contractor's inability to provide Telephone Interpretation services for Core Languages within forty-five (45) minutes of the State's sending of the request will result in the assessment of liquidated damages. The amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Telephonic Language Interpretation and the price rate incurred by the Requesting Agency or Requesting Entity to place the call(s) through the Secondary Contractor at the Secondary Contractor's approved price rate (Ref. Section 2.3.4.7), or another Telephonic Language Interpreting company (at that company's one-time use rates) for the total price of the call(s).

- B1. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received greater than forty-eight hours (48) and less than ninety-six hours (96) advanced notice of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative within twenty-four (24) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. The amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also unable to provide written confirmation of an assigned Routine On-Site Interpreter.

- B2. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received a minimum of ninety-six hours (96) advanced notification of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative within forty-eight (48) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. If the Secondary Contractor is the Contractor to provide confirmation of an assigned interpreter when contacted by the Primary Contractor (see Section 2.3.4), the amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also unable to provide written confirmation of an assigned Routine On-Site Interpreter.

- C. For Core Languages for Written Document Language Translation: A Primary Contractor who fails to provide Written Document Language Translation services for Core Languages within one (1) day for up to ten (10) pages of Expedited requests and within one (1) week for up to twenty (20) pages of Routine requests of the State's request, will be assessed liquidated damages. The amount of the liquidated damages will be the difference between the Primary Contractor's approved rate for Written Document Language Translation and the rate incurred by the Requesting Agency or Requesting Entity to obtain the services through the Secondary Contractor at the Secondary Contractor's approved rate (Ref. Section 2.4.8), or another written document translation company (at that company's one-time use rates) for the total price of that work request.

- D. The Contractor(s) will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor(s) as provided in section 19 (Delays and Extensions of Time) of the Contract, if the Contractor(s) timely notifies the State of such circumstances in writing and the State determines the event was beyond the control and without fault or negligence of the Contractor(s). This liquidated damages compensation will be for delay-related costs only. The Contractor(s) will remain liable for other non-delay costs actually incurred by the State such as, by way of example only, excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor(s).

- E. Liquidated damages will not apply in any circumstance involving a request to provide an interpreter with a specific, recognized certification. *

Non-Disclosure Agreement

Contractors completed Non-Disclosure Agreements with the Department.

State of Maryland Wiretapping Law

The Contractor(s) for Telephonic interpretation services shall comply with all federal and State wiretapping and recording statutes as amended from time to time, including the Maryland Courts & Judicial Proceedings Article §10-402 and Criminal Law Article §9-602(a-b) of the Maryland Annotated Code, by not directly or indirectly monitoring, taping, intercepting, or recording conversations without permission.

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SECTION 2 – SCOPE OF SERVICES

(Referenced in the original solicitation as ‘Scope of Work’)

Wording in the color red is proceeded and concluded with an asterisk () and indicates the Contract’s changes applicable to this document’s latest version.

General Statement

- 2.1.1 The objective of this solicitation is to procure the services of one (1) Contractor capable of providing competent telephonic language interpretation services, one (1) Contractor capable of providing competent written document language translation services and two (2) Contractors capable of providing competent on-site language interpretation services. All services shall be Continuously Available. These language interpretation services, as described below, shall be provided on-demand to Maryland State government personnel and, as described in section 1.28 of this RFP, personnel of non-State of Maryland government entities.
- 2.1.2 A summary of historical data for each service category requested within this RFP has been included for informational purposes as Attachments L(1)-Telephonic, L(2)-On-site and L(3)-Written Document of this RFP. The inclusion of such historical information is not a guarantee of a minimum or maximum level of future usage under this contract, either by Maryland State agencies or non-State of Maryland government entities
- 2.1.3 Senate Bill 265 of 2002 provides for equal access to public services for individuals with limited English proficiency. Since its inception there has been an upward trend in the use of these services by State agencies. In addition, DBM will undertake greater effort to advise both State of Maryland agencies and non-State of Maryland government entities of the existence of this contract than has heretofore occurred. Accordingly, it is expected, but not guaranteed, that future usage under this Contract will exceed this historical usage. A copy of State Bill 265 (Equal Access to Public Services – Individuals with Limited English Proficiency) has been included for informational purposes as Attachment O of this RFP.

2.2 Service Category I: Telephonic Language Interpretation

2.2.1 The Contractor shall provide telephonic language interpretation services for these Core Languages:

- Arabic
- Burmese
- Cantonese
- Creole
- Farsi
- French
- Korean
- Mandarin
- Portuguese

- Russian
- Serbian
- Somali
- Spanish
- Urdu
- Vietnamese

2.2.2 General Telephonic Language Interpretation Services Requirements:

2.2.2.1 A single, toll-free, nationwide 800 number to access all services.

2.2.2.2 Conference-calling services and capabilities.

2.2.2.2.1 The conference calling system/services provided must accommodate a minimum of 5 parties in a conference call at the standard per minute rate specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services; i.e. no additional rates will be charged for the “minimum of 5” participants.

2.2.2.2.2 See Section 2.5.1.3 and 2.5.1.4 for detailed conference calling billing allowances.

2.2.2.3 The Contractor shall provide all language interpretation services for Core Languages and non-Core Languages and Dialects at the per minute rates as provided within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.

2.2.2.4 Prioritization of calls; i.e. hotline, bail hearings, or other emergency or time-critical calls, in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator.

2.2.2.5 Reservation of an interpreter by telephone in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator, if the Requesting Agency/Entity requests specific language interpretation more than 45 minutes in advance of the actual time it is needed.

2.2.2.6 The Offeror shall not require the Requesting Agency or Requesting Entity to purchase or obtain a specific type of equipment to access telephonic interpreter services.

2.2.3 Required Telephonic Core Language Interpretation Services:

2.2.3.1 Shall be Continuously Available.

2.2.3.2 Shall be available within forty-five (45) minutes of the Requesting Agency/Entity’s request.

2.2.4 Non-Core Languages/Dialects Interpretation Requirements:

- 2.2.4.1 In addition to the Core Languages specified in section 2.2.1, the Contractor may provide telephone interpretation services for Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.5 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(1) – References – Additional Languages / Dialects.
- 2.2.4.2 Upon notice to the Contract Administrator, the Contractor may agree to provide telephonic interpreter services in excess of what is described in its Technical Proposal.
- 2.2.4.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.2.5 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.2.6 Interpreter Procedure Manual:

The Contractor shall submit any Telephonic related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.2.7 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. Telephonic Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

***2.2.8 If there is a Secondary Contractor for Service Category I, the Requesting Agency or Requesting Entity may pursue services with the Secondary Contractor at the rates provided within Attachment E – Financial Proposal Form when the Primary Contractor for this Service Category I is unable to provide the services as outlined within this Category. ***

2.3 Service Category II: On-site Language Interpretation

2.3.1 Unless specifically otherwise stated, “Contractor” requirements for this service category shall be required of both the Primary and Secondary Contractors.

2.3.2 The Contractor shall provide On-site language interpretation services for these Core Languages:

- Albanian
- Amharic
- Arabic
- **Cantonese**

In all other locations within the RFP where Chinese is listed as a language, it shall be interpreted to mean both Mandarin and Cantonese.

- French
- Hindi
- Korean
- Mandarin
- Russian
- Spanish
- Vietnamese

2.3.3 General On-Site Language Interpretation Services Requirements:

2.3.3.1 Language interpretation services for Core languages and Non-Core languages shall be provided at the per hour rates as provided within Attachment E, Financial Proposal Form – On-Site Interpretation Services.

2.3.3.2 An interpreter shall physically be present at the Maryland location specified by the Requesting Agency/Entity, including locations with security or other special requirements, and to abide by all such security or special requirements.

2.3.3.3 On a rare occasion, and with the approval of the Contractor, interpreter services may be required a short distance into an adjoining state or in Washington, D.C.

2.3.3.4 The minimum billable time will be two (2) hours.

2.3.3.5 If it is anticipated that interpreter services will be needed in excess of 8 hours for a single session, the Requesting Agency/Requesting Entity and the Contractor will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.

2.3.3.6 Prioritization of on-site interpretation requests; i.e. court appearances, bail hearings, law enforcement or other emergency or time-critical situations, in the manner detailed in its Technical Proposal or as otherwise approved by the Contract Administrator.

- 2.3.3.7 Reservation of an interpreter in the manner detailed in its Technical Proposal, or as otherwise approved by the Contract Administrator, for on-site service if a request is placed for a specific language interpretation in advance of the actual time it is needed.
- 2.3.3.8 On-site interpreters shall maintain the ability to interpret terminology related to the legal, medical, psychological/mental and dental fields to the extent contained in each Contractor's (Primary and Secondary) Technical Proposal.
- 2.3.3.9 No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a list of names of available interpreters and their home addresses, which will serve as their Base of Operations. The list will be used for verification of mileage charges and appropriateness of on-site interpreter assignments. Within five (5) business days of the end of each Contract year quarter (e.g. May 31st, August 31st, November 30th and February 28th or 29th), the Contractor shall submit an updated list of available interpreters to the Contract Administrator. However, whenever an interpreter is used that is not on the most recent list provided to the Contract Administrator, the Contractor shall provide the address of that interpreter to the Contract Administrator within one (1) business day of when this interpreter provided services.

All Interpreter names and addresses will be held as confidential information which is non-disclosable in response to a Public Information Act (PIA) request.

2.3.4 *Required On-Site Language Interpretation Services:

2.3.4.1 Shall be Continuously Available, and provided per the following procedures:

- a. The Primary Contractor shall confirm receipt of each work order request by email (if email unavailable, then by facsimile) within two hours of its receipt. The Primary Contractor will obtain all necessary account, contact, and service information, and pass this information to the Secondary, as required;
- b. The Primary and Secondary Contractors, as applicable, will confirm the placement of an Interpreter for each work order to the Requesting Agency/Entity;
- c. If the Primary Contractor has been unable to confirm the provision of an Advanced Routine On-site Interpretation request within forty-eight (48) hours prior to the requested assignment time, if it has not previously done so, the Primary Contractor shall contact the Secondary Contractor to determine if the Secondary Contractor can provide the requested interpreter;
- d. At the time the Primary Contractor contacts the Secondary Contractor in order for the Secondary to complete a work order request, the Primary Contractor shall include the Requesting Agency or Requesting Entity and the Contract Administrator in all communications;
- e. If the Secondary Contractor is able to fill the work order for onsite language interpretation, the Secondary Contractor shall provide appropriate written information regarding the assignment fulfillment to the Primary Contractor with concurrent email notification to the Requesting Agency or Requesting Entity, and the Contract Administrator. The Secondary Contractor shall provide the services at the applicable Contract rates, and liquidated damages may apply to the Primary Contractor per the stipulations of Section 1.32.

- f. If the Secondary Contractor is unable to fill the work order for onsite language interpretation, the Secondary Contractor shall so notify the Primary Contractor, with concurrent email notification to the Requesting Agency or Requesting Entity and the Contract Administrator. Upon the determination that the Secondary Contractor for On-site Interpretation cannot provide the requested on-site interpretation services, the Secondary Contractor shall request approval from the Requesting Agency or Requesting Entity for the order to be filled by Telephonic Language Interpretation with concurrent email notification to the Primary Contractor, and the Contract Administrator.
 - i. If Telephonic Language Interpretation is available under this Contract, then the Secondary Contractor shall provide all of the work order information obtained to-date to the Primary Contractor under the Service Category I-Telephonic Language Interpretation Contract (if it is not the Primary Contractor in Service Category I) and the Requesting Agency or Requesting Entity, the Contract Administrator, and, as appropriate, to each of the Contractor(s) originally a part of the communication link. The Contractor for Service Category I-Telephonic Language Interpretation Contract, Primary or Secondary, then provides the services at the appropriate current Contract rates.
 - ii. If Telephonic Language Interpretation is not available under the Contract, the Secondary Contractor shall confirm this information in writing to the Requesting Agency or Requesting Entity with concurrent email notification to any other Contractor (Primary or Secondary for onsite), and the Contract Administrator. The Requesting Agency/Requesting Entity must then utilize other means to fulfill their order, or seek Contract services at a different date and time.
- g. All of the above-referenced communications and requirements in this section 2.3.4 shall be in writing.

2.3.4.2 The Requesting Agency/Requesting Entity must contact the Primary Contractor for on-site services.

2.3.4.2.1 Categories of Service and Explanation of that Service: The Categories of service and rates are based on the amount of advanced notice given by the Requesting Agency or Requesting Entity. The procedure noted in Section 2.3.4.1 remains unchanged. The amount of advanced notice that the Requesting Agency or Requesting Entity gives the Primary Contractor affects the rates utilized for the services by both the Primary and Secondary Contractors. Advanced notice is available as follows:

- a. Advanced Routine;
- b. Routine;
- c. Expedited; and
- d. Critical.

2.3.4.2.2 Time limits for notifications of ‘receipt’ of a work order request and ‘confirmation’ of the placement of an Interpreter:

- A) Receipt: As noted in 2.3.4.1, upon receipt of a work order request, the Primary and Secondary Contractor (as applicable) shall confirm in writing to the Requesting Entity within two hours receipt of any work order;

B) Confirmation: As noted in 2.3.4.1, The Primary and/or Secondary Contractor (as applicable) will immediately confirm in writing to the Requesting Entity when an interpreter is confirmed for a work order and provide the appropriate information, such as the identity of the assigned on-site interpreter, and re-state all appointment information:

1. For Advanced Routine and Routine Services, the Primary Contractor and/or Secondary Contractor (as applicable) will automatically notify the Requesting Agency if it has not been able to confirm the assignment of an interpreter to fill a work order as of twenty-four (24) hours in advance of the appointment time;

2. **For Expedited and Critical work order requests**, as part of the information required by the Primary Contractor, **the Requesting Agency/Requesting Entity will state how many hours of advance written notice up to 24 hours (as of the 24th hour) in advance of the appointment time the Requesting Agency or Requesting Entity must have of whether the work will be filled with an interpreter.** Subsequently, the Primary and/or Secondary Contractor (as applicable) will honor the time indicated for the written notification request.

2.3.4.2.3 Section 2.3.4.1. procedures apply. The Primary and Secondary Contractors will notify all involved in the procedural communication link for each service category as follows:

- A. Advanced Routine Services with at least ninety-six (96) hours advanced notice: Primary Contractor will transfer the request to the Secondary Contractor if the work order request is not confirmed within forty-eight hours in advance of the appointment time. The Secondary Contractor will notify the Requesting Agency or Requesting Entity (see Section 2.3.4.1) no later than twenty-four (24) hours if the work order remains unfilled. With at least ninety-six (96) hours notice, if the Primary Contractor cannot fulfill the work order within the allotted time prior to transferring to the Secondary Contractor, liquidated damages may be incurred by the Primary Contractor;
- B. Routine Services with at least forty-eight (48) hours but less than ninety-six hours (96) advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice no less than twenty-four (24) hours in advance of the appointment time if the work order remains unfilled;
- C. Expedited Services for less than forty-eight (48) and greater than or equal to six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the work order. If the Requesting Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Request Agency or Requesting Entity with as much notice as possible prior to the requested appointment time; and,
- D. Critical Services for less than six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the order. If the Request Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Requesting Agency or Requesting Entity with as much notice as possible prior to the requested appointment time.

2.3.4.3 The Primary or Secondary Contractor, as applicable, shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of the RFP, and provide a copy to all on-site interpreters to be taken to each assignment site. All on-site interpreters shall complete Section B of the On-Site Interpretation Assignment Sheet and obtain the signature of an On-Site State Representative to validate the information.

The Contractor shall submit the On-Site Interpretation Assignment Sheet with the appropriate invoice for billing verification.

2.3.4.4 The Primary Contractor shall provide up to 200 “Point-To-Your-Language” cards on an annual basis upon request by the Contract Administrator; a sample has been included as RFP Attachment N.

2.3.4.5 If a request for Advance Routine or Routine On-Site interpretation is cancelled with less than twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall pay the Contractor the two (2) hours minimum billable time for Routine services.

2.3.4.6 The procedures of Section 2.3.4 apply to the Secondary Contractor. Any such services provided by the Secondary Contractor shall be at the rates provided in Attachment E-Financial Proposal Form.*

2.3.5 Non-Core Languages/Dialects Interpretation Requirements:

2.3.5.1 In addition to the Core Languages specified in section 2.3.2, the Contractor may provide telephone interpretation services for Additional Languages and Dialects. The additional non-core languages and dialects for which interpreter services are available shall be as detailed in the Contractor’s Technical Proposal (See Sections 3.4.4.3.6 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(2) – References – Additional Languages / Dialects.

2.3.5.2 Upon notice to the Contract Administrator, the Contractor may agree to provide on-site interpreter services in excess of what is described in its Technical Proposal.

2.3.5.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.3.6 User Registration:

2.3.6.1 Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative, the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or

Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.3.6.2 Upon account set-up, the Requesting Agency or Requesting Entity shall specify whether written confirmation of the assigned On-site interpreter shall be submitted via e-mail or facsimile.

2.3.6.3 Upon account set-up, the Primary Contractor shall provide the Requesting Agency or Requesting Entity with up to 25 “Point-To-Your-Language” Cards. If additional cards are requested by the Requesting Agency or Requesting Entity, the Contractor shall be paid the amount identified in its financial proposal. “Point-To-Your-Language” Cards shall be available in quantities of 25 per additional order, within 2 weeks of the order.

2.3.7 Interpreter Procedure Manual:

The Contractor shall submit any On-site related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.3.8 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. On-Site Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

2.4 Service Category III: Written Document Language Translation

2.4.1 The Contractor shall provide written document language translation services for these Core Languages:

- Amharic
- Arabic
- Chinese (Simplified & Traditional)
- French (European)
- Gujarati
- Haitian (Creole)
- Hindi
- Korean
- Portuguese (Brazilian)

- Russian
- Spanish (Latin America)
- Tagalog (Phillipino)
- Urdu
- Vietnamese

2.4.2 General Written Document Language Translation Services Requirements:

- 2.4.2.1 The Contractor shall be capable of receiving Source Language documents by facsimile, e-mail or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.
- 2.4.2.2 When interpreting from the Source Language to the Target Language, the written text of the Target Language shall be typed on single-spaced, 8 ½ x 11” or 8 ½ x 14” white paper with a 1” margin on all sides. Text shall be transcribed in Times New Roman, 12 point font, double spaced.
- 2.4.2.3 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the per word rates of the Source Language as provided within Attachment E, Financial Proposal Form – Written Document Translation Services.
- 2.4.2.4 The Contractor shall submit a copy of its Source Document Requirements to the Contract Administrator at the time of Contract award. Source Document Requirements refer to a document containing a list of the Contractor’s requirement(s) associated with written material that the requesting agency or entity’s representative submits for written document interpretation.

2.4.3 Required Written Document Core Language Translation Services:

- 2.4.3.1 In Expedited situations written document translation shall be Continuously Available.
- 2.4.3.2 Expedited Written translation requirements shall be completed within 1 day from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor for 10 or fewer pages of Target Language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of Target Language translation.
- 2.4.3.3 Routine Written document translation shall be completed as follows:
 - 2.4.3.3.1 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 Requesting Agency or Requesting Entity sends the Source Language to the Contractor.
 - 2.4.3.3.2 The timeframe for completion of written translations requiring more than 20 pages of Target Language translation shall be 1 week, plus 1

additional day for each additional 10 pages, or portion thereof, of Target Language translation.

2.4.4 Non-Core Languages / Dialects Translation Requirements:

- 2.4.4.1 In addition to the Core Languages specified in section 2.4.1, the Contractor may provide telephone interpretation services for Additional Languages and Dialects. The additional non-core languages and dialects for which translation services are available shall be provided as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.7 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(3) – References – Additional Languages/Dialects.
- 2.4.4.2 Upon notice to the Contract Administrator, the Contractor may agree to provide written document interpreter services in excess of what is described in its Technical Proposal.
- 2.4.4.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.4.5 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.4.6 Interpreter Procedure Manual:

The Contractor shall submit any Written Document related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.4.7 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. Written Document Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

2.4.8 *Service Category III-Written Document Language Translation: The same procedure noted in Section 2.3.4.1 applies to Service Category III-Written Document Language Translation Services in that:

2.4.8.1 The Requesting Agency/Requesting Entity Representative must contact the Primary Contractor for written document language translation services;

2.4.8.2 The Primary and/or Secondary Contractor as applicable shall provide the Contract Administrator with documentation of the ongoing status of a work order from initiation to completion, including but not limited to any contact between and hand-off to a Secondary Contractor should the Primary Contractor be unable to provide for the written document language translation request, in accordance with the following procedures to include but not be limited to the following written procedure:

- A. Written acknowledgment of receipt of each work order to the Requesting Entity;
- B. Written acknowledgement of confirmation of the work order's assessment upon receipt shall include but not be limited to the following:
 - i. the Requesting Entity's account information under this Contract;
 - ii. the Requesting Entity's contact information for the completion of the work order assignment;
 - iii. the identity of the Contractor's staff providing translation;
 - iv. the target language and original language being translated;
 - v. the price estimate;
 - vi. any timeline estimate and/or the work order's timeline requirement;
 - vii. any standards or special needs requirements of the Contractor or of the Requesting Entity;
 - viii. any previous translation of the same or similar material; and
 - ix. acknowledgement of any applicable liquidated damages.
- C. Provide for a seamless hand-off from the Primary Contractor to any Secondary Contractor such that within the time constraints specified:
 - i. the Primary Contractor contacts the Secondary Contractor and both maintain complete contact with the Requesting Entity, the Contract Administrator, the Primary Contractor, and the Secondary Contractor through the time that the Secondary Contractor provides receipt and confirmation of the work order's conditions;
 - ii. the Primary Contractor provides the Secondary with all the requested written translation information received from the Requesting Entity to-date;
 - iii. the Secondary Contractor confirms receipt of the transferred request in writing; and,
 - iv. the Secondary Contractor provides confirmation of the work order's requirements in writing as noted in B. above.

- 2.4.8.3 Any such services provided by the Secondary Contractor shall be at the rates provided within Attachment E – Financial Proposal Form. Liquidated Damages may apply to the Primary Contractor as noted in Section 1.32.C.-Liquidated Damages (applicable to written document language translation services under the Contract);
- 2.4.8.4 The Primary Contractor shall make this documented procedure available to the Contract Administrator within thirty (30) days of a Notice to Proceed by the Contract Administrator, and shall update the procedure for applicability and timeliness thereafter during the term of the Contract.
- 2.4.8.5 The documented procedure shall be made available and shall apply to any Secondary Contractor.*

2.5 Service Category Billing

2.5.1 Service Category I:

2.5.1.1 Telephonic language interpretation service will be billed in 1/10th of a minute increments after the first minute, during both Standard Hours and Non-Standard Hours.

2.5.1.2 No travel time or mileage will be paid for statewide telephone interpretation service.

2.5.1.3 For conference call billing purposes, the contractor may only bill for the actual time an interpreter participates in a call. The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.)

2.5.1.4 For all requests over 5 conference call participants, Offerors may charge an additional per participant, per minute rate as specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.

2.5.2 Service Category II:

2.5.2.1 Routine On-site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.2 Expedited On-site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.3 Critical On-Site language interpretation service, after the first two (2) hours, will be billed in 1/10th of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.5.2.4 Any charges for mileage over thirty (30) miles, from a Base of Operations, one way, will be reimbursed in accordance with State travel regulations.

2.5.2.5 Travel:

2.5.2.5.1 Travel time will be paid for statewide On-site interpretation service as described in 2.5.2.5.2.

2.5.2.5.2 A. Whenever there is a request for on-site interpreter services any language or dialect,, the Contractor may bill for travel time if an interpreter must travel more than 30 miles one way from his/her base of operations to the destination of the on-site translation. For travel in excess of 30 miles the contractor may bill in 1/10th of an hour increments, at the rate of 1 minute of time for each ½ mile traveled.

B Travel time will not be paid on an actual elapsed time basis. It would be too difficult to verify actual travel time since there will be great variability due to the time of day (rush hour versus non-rush hour) or level of congestion encountered. Travel distance from an interpreter's base of operations to the on-site interpretation destination shall be calculated and verified using the mapping distance listed on Mapquest.com. If a Mapquest.com distance calculation is not available, the bill shall contain the distance as reported by the interpreter. Approval of this distance is subject to verification by the Requesting Agency or Requesting Entity.

C For example, if as identified by Mapquest.com, an assignment is located 52 miles from an interpreter's base of operations the contractor may bill for the 22 miles beyond the 30 mile limit. At a rate of 1 minute of travel time per half mile the billing would amount to 44 minutes of billable time. Since 44 minutes rounds to 8/10th of an hour, the contractor can bill for 8/10th of its hourly rate for travel in each direction, or a total of 1.6 hours.

D. When more than one interpreter is available for an assignment,:

1) The Contractor shall assign an interpreter for whom travel time is not billable (i.e. one within 30 miles of an onsite location) over one for which travel time will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.

2) If all available interpreters will be travel-time eligible, the Contractor shall assign a travel-time-billable interpreter that is closest to the destination of the on-site translation, unless (a) a

specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.

3) In any instance where a travel-time-billable interpreter is sent over a non-travel-time-billable interpreter or a more distant travel-time-billable interpreter is sent over a closer one, the Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-time-billable or more distant travel-time-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel or additional travel, as applicable, is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel time charges or the more distant charges, as applicable, will not be paid.

2.5.2.6 When more than one interpreter is available for an assignment, the Contractor shall assign an interpreter for whom travel is not billable (i.e. one within 20 miles of on-site location) over one for which travel will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity or (b) the Contractor determines that a travel-billable interpreter is better qualified to provide on-site interpretation services for the requested language. The Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel charges will not be paid.

2.5.2.7 (A) At the time of assignment, the Contractor will be notified whether the assignment is for a specific activity or an identified timeframe (i.e. from 9 a.m. to 12 p.m.). If the assignment is for a specific activity, the billing as described in 2.5.2.1, 2.2 or 2.3, as appropriate shall apply. If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e. 30, 40 or 60 minutes). For a defined timeframe assignment, the Requesting Agency or Requesting Entity reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location; i.e. identified timeframe will not involve multiple two (2) hour minimum billable periods. [For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for On-Site interpreters will be for the duration of the identified timeframe, the initial 2 hour

period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10th of an hour increments, less a lunch period. In this section A the term “identified timeframe” shall be replaced with “approximate timeframe”.

- 2.5.2.7 (B) If a requesting agency or entity requests interpreter services for a definite period of time rather than an approximate timeframe, such as an 8 am to 4 pm shift to accompany a specific juvenile in a juvenile facility, the Contractor may bill for the full defined period of time, even if the interpreter is dismissed before the end of that time period.
- 2.5.2.8 For a request for Routine or Expedited On-Site interpretation that is cancelled with *less than* twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.
- 2.5.2.9 For any Expedited request with less than 24 hours notice or for any Critical requests that are cancelled, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.
- 2.5.2.10 If the contractor is requested to provide an on-site interpreter with a specific, commonly recognized professional certification, a flat percentage surcharge, not to exceed 20% may be added to the Contractor’s otherwise applicable rate(s).
- 2.5.2.11 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.2.8 (Discounted Pricing) the Contractor may identify circumstances when it will discount its Attachment E onsite prices. To the extent that the Contractor provides such additional pricing discounts, it must ensure that its invoicing properly reflects all circumstances when such discounts are to apply.

2.5.3 Service Category III:

- 2.5.3.1 Written document language translation service will be billed at the per word rate from Attachment E – Financial Proposal Form.
- 2.5.3.2 No travel time or mileage will be paid for statewide written document interpretation service.
- 2.5.3.3 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.3.8 the Contractor may identify circumstances when it will discount its Attachment E written document prices, or waive the per word price for repetitive text. To the extent that the Contractor provides such repetitive text pricing discounts or billing waiver, it must ensure that its invoicing properly reflects all circumstances when such discounts or waivers are to apply.

2.5.4 For Service Categories I and II:

- 2.5.4.1 If services are provided during both Standard Hours and Non-Standard Hours, payment will be made for the actual time worked in each time period in accordance with the provisions of Sections 2.5.1 and 2.5.2 above, at the appropriate standard hour or non-standard hour rate increment.

2.5.5 For **ALL** Service Categories:

- 2.5.5.1 The Contractor may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services.
- 2.5.5.2 The State will not pay or reimburse any travel time or mileage incurred by Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues (See Section 2.9).
- 2.5.5.3 All invoicing/billing is to be sent directly to the respective Requesting Agency or Requesting Entity for which services were provided during the billing period.

2.6 Reporting Requirements

2.6.1 General Reporting Requirements:

- 2.6.1.1 The Contractor shall submit all reports to the Contract Administrator and the Requesting Agency or Requesting Entity on a monthly basis, within 15 days of the last day of the month being reported.
- 2.6.1.2 The Contractor shall provide all reports electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) and one (1) hard copy.
- 2.6.1.3 The Contractor shall describe additional reporting capability(s) in their technical proposal; i.e. summary reports for number/timeframe/day of week of requests received: during standard/non-standard hours, for expedited/critical on-site requests, for expedited written requests, during observed holidays, for routine on-site requests, for routine written requests, etc.

2.6.2 Reports for Contract Administrator:

2.6.2.1 Telephone Interpretation Services:

The Contractor shall provide monthly usage telephone interpretation summary reports to the Contract Administrator. At a minimum, the summary details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date of call
- Time of call
- Billing month
- Interpreter name or identification number
- Originating telephone number(s)
- Phone number calling from and to
- Case Number (if court hearing)
- Language / Dialect requested

- Total conversation minutes (break down by duration of Standard Hours and Non-Standard Hours)
- Total cost for conversation minutes per call (break down by duration of Standard Hours and Non-Standard Hours)
- Total time required to connect Requesting Entity with an appropriate interpreter. (This time, measured to the nearest second, begins when the call is received at the Contractor's switchboard and ends when the appropriate interpreter is on the line and prepared to begin interpreting.)
- Conference call phone number(s) out-dialed by user (i.e. interpreter, judge, requesting agency/entity, etc.)
- Total calls handled
- Total cost per call
- Number of blocked calls
- Requests for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.2.2 On-Site Interpretation Services:

2.6.2.2.1 The Contractor shall provide monthly on-site interpretation usage summary reports to the Contract Administrator. At a minimum, the summary report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Location of service provided
- Total interpreting time by language (break down by duration of Standard Hours and Non-Standard Hours)
- Hourly Fee (Routine; Expedited; Critical)
- Travel charges
- Total Fees
- Number of completed requests for interpretation by language
- Requests for language interpretation that could not be fulfilled, by language.
- Reason that a request for interpretation could not be fulfilled.

2.6.2.2.2 The Contractor shall provide copies of On-Site Interpreter Assignment Sheets representing all on-site interpretations completed within the reporting timeframe to the Contract Administrator, included as Attachment M.

2.6.2.3 Written Document Translation Services:

The Contractor shall provide monthly written document interpretation usage summary reports to the Contract Administrator. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Rate per page, or per word, as appropriate
- Language / Dialect requested
- Total pages of written document interpretation (break down by Expedited and Routine requests)
- Total assignment fee
- Request for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.3 Reports for Requesting Agency or Requesting Entity:

2.6.3.1 Telephone Interpretation Services:

The Contractor shall provide a monthly report detailing each Requesting Agency(s) or Requesting Entity(s) telephone interpretation usage. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date of call
- Time of call
- Billing month
- Interpreter name or identification number
- Originating telephone number(s)
- Phone number calling from and to
- Case Number (if court hearing)
- Language / Dialect requested
- Total conversation minutes (break down by duration of Standard Hours and Non-Standard Hours)

- Total cost for conversation minutes per call (break down by duration of Standard Hours and Non-Standard Hours)
- Total time required to connect Requesting Entity with an appropriate interpreter. (This time, measured to the nearest second, begins when the call is received at the Contractor's switchboard and ends when the appropriate interpreter is on the line and prepared to begin interpreting.)
- Conference call phone number(s) out-dialed by user (i.e. interpreter, judge, requesting agency/entity, etc.)
- Total calls handled
- Total cost per call
- Number of blocked calls
- Requests for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.3.2 On-Site Interpretation Services:

2.6.3.2.1 The Contractor shall provide a monthly report detailing each requesting agency(s) or Requesting Entity(s) on-site interpretation usage. At a minimum, the summary report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- First and Last Name of Person Being Interpreted
- Case Number (if court hearing)
- Language / Dialect requested
- Location of service provided
- Total interpreting time by language (break down by duration of Standard Hours and Non-Standard Hours)
- Hourly Fee (Routine; Expedited; Critical)
- Travel charges
- Total Fees
- Number of completed requests for interpretation by language
- Requests for language interpretation that could not be fulfilled, by language.
- Reason that a request for interpretation could not be fulfilled.

2.6.3.2.2 The Contractor shall provide copies of On-Site Interpreter Assignment Sheets representing all on-site interpretations completed within the reporting timeframe to the Requesting Agency -or- Requesting Entity, included as Attachment M.

2.6.3.3 Written Document Interpretation Services:

The Contractor shall provide a monthly report detailing each Requesting Agency(s) or Requesting Entity(s) written document interpretation usage. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Rate per page, or per word, as appropriate
- Language / Dialect requested
- Total pages of written document interpretation (break down by Expedited and Routine requests)
- Total assignment fee
- Request for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.

2.6.4 Reports for Customer Complaints:

The Contractor shall provide monthly summary complaint reports to the Contract Administrator. At a minimum, the summary reports shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Number of Complaints (per interpreter)
- First and Last Name of Person Being Interpreted (if telephonic or on-site request)
- Case Number (if court hearing)
- Language / Dialect interpreted
- Type of Interpretation (telephone, on-site, or written document)
- Detailed description of complaint
- Person registering complaint
- Contact information for person registering complaint
- Name of Contractor's representative resolving complaint
- Complaint Resolution

- Complaints Unresolved & Reason(s)

2.7 Complaint Resolution and Maximum Customer Satisfaction

2.7.1 General Requirements:

- 2.7.1.1 The Contractor shall adhere to the complaint resolution procedures as described in its proposal.
- 2.7.1.2 The Contractor shall maintain the ability to accept customer complaints via telephone, facsimile, email and US Mail.

2.7.2 Telephone Interpretation **ONLY:**

The Contractor shall ensure that any user of Telephone Interpretation services will be able to reach the Contractor Representative to file a complaint while still on-line during an interpreted call or at another time that is more convenient for the person placing the call.

2.7.3 On-Site Interpretation **ONLY:**

The Contractor shall ensure that any user of On-Site Interpretation services will be able to contact the Contractor Representative to file a complaint while the interpretation is taking place or at another time more convenient for the person obtaining the service.

2.7.4 Interpreter Complaint:

Upon request of the Contract Administrator, the Contractor shall ensure that an interpreter who has been the subject of more than one (1) Validated Complaint of misinterpretation shall not provide any further services to any Requesting Agency or Requesting Entity under this Contract.

2.8 Contractor Representative

*The Offeror shall assign a Contractor Representative. The Offeror can assign the same individual or multiple individuals to serve as the Contractor Representative if the Offeror is proposing for multiple service categories.

2.8.1 Substitution of Personnel for each of the Service Categories: I-Telephonic Language Interpretation, II-Onsite Language Interpretation, and III-Written Document Language Translation:

2.8.1.1 The Contractor Representative described in the Contractor's Technical Proposal to the RFP shall perform continuously for the duration of the Contract so long as performance is satisfactory to DBM.

2.8.1.1.1 The Contract Administrator shall give written notice of any performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written Remediation Plan within ten (10) business

days and implement the Remediation Plan immediately upon written acceptance by the Contract Administrator.

2.8.1.2 Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Administrator will give written notice of the continuing performance issues, request a new Remediation Plan within a specified time limit, and/or determine whether substitution of personnel, including immediate removal and replacement of the Contractor Representative whose performance is at issue with a qualified substitute, is appropriate.

2.8.1.3 The Contractor shall not substitute personnel, other than by reason of an individual's death, termination of employment, a sudden incapacitating illness that is projected to last more than five (5) days, or by option of the Contract Administrator as noted, without prior written approval of the Contract Administrator. The Contract Administrator's written approval will not be unreasonably withheld.

2.8.1.4 To voluntarily replace the Contractor's staff the Contractor shall submit resumes of the proposed substitute personnel, specifying the intention to replace a position and the reason(s) why, to the Contract Administrator, and await the Contract Administrator's approval.

2.8.1.5 The Contractor shall provide resumes for all proposed substitute personnel, and that proposed personnel shall have qualifications at least equal to those of the replaced personnel. The proposed substitute personnel must meet the qualifications specified in by the Contract and must be approved by the Contract Administrator. The Contract Administrator will interview the proposed substitute personnel and will notify the Contractor in writing of the acceptance or denial of the requested substitution, and/or give contingent or temporary approval for a specified time limit.*

2.9 Meetings

2.9.1 Quarterly Meetings:

2.9.1.1 Quarterly meetings shall be scheduled by the Contract Administrator at a location in Maryland, within the general Baltimore-Annapolis region. The precise date of the meeting will be scheduled at least two (2) weeks in advance. Meetings will occur approximately every three (3) months and shall be anticipated to be a minimum of three (3) hours in duration.

2.9.1.2 Quarterly meeting attendees shall include but not be limited to the Contract Administrator, Contractor Representative and applicable Requesting Agency(s)/Entity(s) personnel.

2.9.1.3 The Contractor Representative or with specific prior approval of the Contract Administrator, an appropriate designee, shall attend all quarterly meeting and be accompanied by additional Contractor representatives, as appropriate.

2.9.2 Unsatisfactory Performance Meetings:

The State reserves the right to schedule additional meetings for discussions relating to unsatisfactory performance issues.

2.10 Agency Specific Training

To the extent feasible, for major recurring applications, the Contractor shall provide agency-specific vocabulary and information in the training material provided to all interpreters and written document translators to assist in accurate interpretation. The requesting (Contracting) entity will provide agency specific vocabulary to the Contractor. This information will be updated by the Contracting entity as needed for inclusion in the Contractor's interpreter information.

2.11 Insurance Requirements

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the procurement officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the state receives a notice of non-renewal, the contractor must provide the state with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed to do business in Maryland.

2.12 Contract Start-up / User Registration List / Contract Transition

2.12.1 Contract Start-up

The Contractor shall provide user registration upon award of the Contract. Upon Contract award, the Department (Contractor Administrator) will provide registration information as contained in the Contractor's technical proposal, to include contact name, telephone number and mailing address (regular and email address) to existing and prospective users. This information will be provided through outreach efforts referenced in Section 2.1.3 to State of Maryland agencies and non-State of Maryland government entities for purposes of new user account enrollment. All users who provide registration information at least 3 business days prior to the commencement date of March 1, 2007 shall be registered as of the commencement date. Users registering less than 3 business days prior to the start of the Contract shall be registered within 3 business days from this date of registration. The user registration next-day requirement referenced in Sections 2.2.5, 2.3.6 and 2.4.5 applies to new users who register **after** the Contract commencement date of March 1, 2007.

2.12.2 User Registration List

The contractor shall maintain a list of all registered users under this contract. This list shall be maintained in a commonly available electronic format, such as MS Access or MS Excel. This list shall include the: name of the user, affiliation (i.e. State of Maryland agency, local government, etc.), contact name(s), mailing address, telephone number(s), and email address(s). This list shall be updated as needed and be provided monthly, electronically to the Contract Administrator.

2.12.3 Contract Transition

If the award of a successor Contract is made to other than the Contractor, upon award the Contractor will fully cooperate with the successor Contractor to effect a smooth, seamless transition. Upon award the Contractor shall provide a list of all current users described in 2.12.2 to the successor Contractor. The Contractor shall provide any updated user information to the successor Contractor until the expiration of its Contract.

2.13 Contract Kick-Off and subsequent Annual Meetings

- 2.13.1 Each contractor, including the secondary contractor, shall be required to attend at least one “contract kick-off meeting” inviting State agencies to participate in a forum consisting of an introduction of the contract awardee(s) and explanation of the new contract specifications and provisions. Preferably this Contract Kick-off Meeting will be held shortly before the start date of the contract at a location within the Baltimore/Annapolis area. The specific time, date and location for this kick-off meeting will be determined by the State in cooperation with the contractors.
- 2.13.2 Aside from required attendance at a single, primary kick-off meeting Contractors may be invited to attend a limited number of additional “kick-off meetings”, such as meetings in different regions of the State, or multiple meetings in major regions, such as the Baltimore/Annapolis area, to accommodate more potential users. If additional kick-off meetings are held, they may be either prior to, or after the commencement date of the contract.
- 2.13.3 The State may decide to host an annual contractor/user communication meeting (forum) for each year of the contract after the first year. i.e., approximately on the 1st, 2nd, 3rd, and 4th anniversary dates of the contract. If the State hosts such meetings, each primary contractor must provide appropriate representation. Near the 1st through 4th anniversary dates of the contract, the State’s Contract Administrator will inform the contractor whether a contractor/user communication meeting will be held for that year. If so, to the degree feasible, the time, date and location will be established cooperatively between the State and the contractors.

OVERVIEW OF SERVICES ATTACHMENTS

- ‘ATTACHMENT 1’** – Example of “Point-To-Your-Language” Cards
- ‘ATTACHMENT 2’** – Example of On-Site Interpreter Assignment Sheet
- ‘ATTACHMENT 3’** – Copy of State Government – SB 265

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ATTACHMENT 1 - EXAMPLE OF POINT-TO-YOUR-LANGUAGE CARDS

Point to your language

Spanish	Español
Cantonese	廣東話
Vietnamese	Tiếng Việt
Punjabi	ਪੰਜਾਬੀ
Korean	한국어
Cambodian	ខ្មែរ
Thai	ภาษาไทย
Mandarin	國語
French	français
Hindi	हिन्दी
Russian	Русский
German	Deutsch
Portuguese	Português
Brazilian Portuguese	Português do Brasil
Bosnian/Serbo-Croatian	Srpski
Hmong	Hmoob
Japanese	日本語
Ukrainian	Українська
Lao	ພາສາລາວ



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ATTACHMENT 2 – EXAMPLE OF AN ON-SITE INTERPRETER ASSIGNMENT SHEET (SEE FOLLOWING PAGE)

ASSIGNMENT SHEET

CONTRACTOR NAME
ADDRESS
CITY/STATE/ZIP
PHONE
FAX

SECTION A [to be completed by Contactor]

DATE OF SERVICE: _____

CLIENT:

NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

PHONE:

HOME: _____
CELL: _____

REQUESTING AGENCY / ENTITY:

AGENCY / ENTITIY CONTACT NAME: _____ CONTACT PHONE: _____
AGENCY / ENTITIY PURCHASE ORDER: _____

DATE OF ASSIGNMENT:

LANGUAGE:

SCHEDULED START TIME: _____
SCHEDULED END TIME: _____

LOCATION OF ASSIGNMENT:

OFFICE / BUILDING NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

SECTION B [to be completed by Assigned Interpreter]

ASSIGNED INTERPRETER: _____ HOME ZIP CODE: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

START MILEAGE: _____ END MILEAGE: _____

TOTAL MILEAGE: _____

WAS SERVICE COMPLETE: _____ YES _____ NO *(Please check one)*
IF NO, STATE REASON: _____

INTERPRETER SIGNATURE: _____ **DATE:** _____
PRINT YOUR NAME: _____

Above information validated by:

Signature and Date of
On-Site State Representative

**Equal Access to Public Services
Individuals with Limited English Proficiency**

§ 10-1101.

The General Assembly finds that the inability to speak, understand, or read the English language is a barrier that prevents access to public services provided by State departments, agencies, and programs, and that the public services available through these entities are essential to the welfare of Maryland residents. It is the policy of the State that State departments, agencies, and programs shall provide equal access to public services for individuals with limited English proficiency.

§ 10-1102.

(a) In this subtitle the following words have the meanings indicated.

(b) "Equal access" means to be informed of, participate in, and benefit from public services offered by a State department, agency, or program, at a level equal to English proficient individuals.

(c) "Limited English proficiency" means the inability to adequately understand or express oneself in the spoken or written English language.

(d) "Oral language services" includes various methods to provide verbal information and interpretation such as staff interpreters, bilingual staff, telephone interpreter programs, and private interpreter programs.

(e) "Program" means all of the operations of a State department, State agency, or any other instrumentality of the State.

(f) (1) "Vital documents" means all applications, or informational materials, notices, and complaint forms offered by State departments, agencies, and programs.

(2) "Vital documents" does not include applications and examinations related to the licensure, certification, or registration under the Health Occupations Article, Financial Institutions Article, Business Occupations and Professions Article, and Business Regulation Article within the jurisdiction of the Department of Health and Mental Hygiene or the Department of Labor, Licensing, and Regulation.

§ 10-1103.

(a) Each State department, agency, or program listed or identified under subsection (c) of this section shall take reasonable steps to provide equal access to public services for individuals with limited English proficiency.

(b) Reasonable steps to provide equal access to public services include:

(1) the provision of oral language services for individuals with limited English proficiency, which must be through face-to-face, in-house oral language services if contact

between the agency and individuals with limited English proficiency is on a weekly or more frequent basis;

(2) (i) the translation of vital documents ordinarily provided to the public into any language spoken by any limited English proficient population that constitutes 3% of the overall population within the geographic area served by a local office of a State program as measured by the United States Census; and

(ii) the provision of vital documents translated under item (i) of this paragraph on a statewide basis to any local office as necessary; and

(3) any additional methods or means necessary to achieve equal access to public services.

(c) The provisions of this subtitle shall be fully implemented according to the following schedule:

(i) on or before July 1, 2003, full implementation by:

1. the Department of Human Resources;
2. the Department of Labor, Licensing, and Regulation;
3. the Department of Health and Mental Hygiene;
4. the Department of Juvenile Justice; and
5. the Workers' Compensation Commission;

(ii) on or before July 1, 2004, full implementation by:

1. the Department of Aging;
2. the Department of Public Safety and Correctional Services;
3. the Department of Transportation, not including the Maryland Transit Administration;
4. the Maryland Human Relations Commission;
5. the Department of State Police; and
6. five independent agencies, boards, or commissions, to be determined by

the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General;

(iii) on or before July 1, 2005, full implementation by:

1. the Comptroller of Maryland;
2. the Department of Housing and Community Development;
3. the Maryland Transit Administration;
4. the Department of Natural Resources;
5. the Maryland State Department of Education;
6. the Office of the Attorney General; and
7. five independent agencies, boards, or commissions to be determined by

the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General; and

- (iv) on or before July 1, 2006, full implementation by:
1. the Department of Agriculture;
 2. the Department of Business and Economic Development;
 3. the Department of Veterans Affairs;
 4. the Department of the Environment; and
 5. five independent agencies, boards, or commissions to be determined by the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General.

§ 10-1104.

Each State department, agency, or program not listed or identified under § 10-1103(c) of this subtitle shall monitor its operations to determine if the State department, agency, or program should take reasonable steps to achieve equal access to public services for individuals with limited English proficiency.

§ 10-1105.

The Department of Human Resources, in consultation with the Office of the Attorney General, shall provide central coordination and technical assistance to State departments, agencies, and programs to aid compliance with this subtitle.