

**From:** spo  
**Sent:** Thursday, March 10, 2011 12:02 PM  
**To:** spo  
**Subject:** SPO ALERT - Focus Group for Re-Solicitation of DES060043 Language Interpreting/Translation Services  
**Attachments:** Language Interpreting Scope of Work 3 6 06.docx

## **SPO ALERT**

**Date:** March 10, 2011

**To:** State Agencies and Cooperative Members

**From:** SPO on behalf of Arizona Department of Economic Security (ADES)

**RE:** Focus Group for Re-Solicitation of DES060043 Language Interpreting/Translation Services

The current statewide Language Interpreting/Translation Services contracts will expire July 31, 2011; therefore, ADES is seeking input from your agency to facilitate the development of the Scope of Work that will be utilized for the solicitation of these services.

If your agency utilizes the Language Interpreting/Translation Services contracts DES060043-1 through DES060043-31, please review the attached Scope of Work from the current contracts and email your comments to [crodman@azdes.gov](mailto:crodman@azdes.gov) no later than March 24, 2011.

Any questions regarding this announcement should be submitted via email to [crodman@azdes.gov](mailto:crodman@azdes.gov)

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**SCOPE OF WORK  
LANGUAGE INTERPRETING/TRANSLATION SERVICES**

**1. INTRODUCTION**

- 1.1 The purpose of this solicitation is to establish a state-wide contract to facilitate communication with clientele who do not speak, read and/or write English. Services shall be provided to all state agencies, boards and commissions within the State of Arizona, as well as all eligible political subdivisions (hereinafter referred to as the "Agency").
- 1.2 To accomplish this goal, the State of Arizona is soliciting offers via competitive sealed proposals, from qualified organizations and individuals, to provide interpreting and translating services in various languages. The awarded companies will provide the State and all eligible users with a wide range of language-related services, including verbal interpreting, written translation and sight translation. Depending on the need, service will be delivered on site, over the phone, through mail or via E-mail.
- 1.3 The intent of the State is to award contract(s) that will ensure the coverage of the various needs of the using agencies at any location throughout the State of Arizona. Offerors shall indicate in their proposals whether they want to provide service in a specific location (anywhere within the State boundaries, in a specific region, or, in one or more county (ies). To assure the most complete and diversified coverage of the needs of the State, a combination of awards to both organizations and sole providers may be made as a result of this solicitation.
- 1.4 Based upon their awarded contract, the Contractor(s) shall provide services in any location within the State of Arizona. Therefore, Offerors are encouraged to clearly indicate in their proposal which region/area they propose for servicing (hereafter called the basic service area). Travel within the basic service area shall be included in the firm fixed price. The proposed/awarded rate shall be firm anywhere within the awarded region/area. The Contractor shall secure his/her own transportation for necessary travel to the work site. An adequate insurance coverage shall be purchased and maintained during the term of the contract as requested by the State.
- 1.5 Offerors are encouraged to offer service in more than one region/area. In case the Offeror is willing to provide service outside of the basic service area, a different rate may be applied. Offerors shall indicate the additional region/area and the firm fixed price, including travel, in their proposal.
- 1.6 The Contractor(s) shall provide services on an as needed, if needed basis. The State of Arizona does not guarantee any amount of work during the term of the contract.
- 1.7 The State anticipates the need for interpreting and translating services in a variety of settings, including but not limited to, business meetings, courtroom environment, settlement disputes, official hearings and related proceedings, medical appointments, counseling services, religious services, classrooms/training sessions, and common human service environments, such as homes, clinics, community action programs, shelters, etc. The State also realizes that in some cases, expertise and appropriateness in "regional" language differences may have a great impact on how to provide interpreting/translation service. When making award(s) the State will verify and acknowledge a distinct expertise in a specific field demonstrated in the Offeror's proposal.
- 1.8 Upon request, the Contractor shall translate general correspondence, technical or scientific materials, high level study materials, legal documents, forms, booklets, pamphlets, audio or video tapes, etc. In case of those assignments, all original documentation shall be returned to the requesting Agency.
- 1.9 In some cases, interpreting service may be requested at State Fair events or in artistic settings which include but are not limited to visual, folk arts, literature and folklore translation. In those unique situations, the requesting Agency and the Contractor may enter into separate agreement regarding the assignment, such as qualifications of the interpreter, number of necessary staff, etc.
- 1.10 The State has need for-over-the phone emergency interpreting services that may be provided to organizations such as law enforcement entities. Each Agency that purchases services under this contract will make a determination as to whether it requires emergency over-the-phone interpretation. The requirements when fulfilling that specific service are outlined in a separate attachment (Attachment #1) to this solicitation.

**2. GENERAL REQUIREMENTS**

- 2.1 For the purpose of this solicitation, three quality levels have been established and proposals will be accepted based on those quality requirements. Offeror(s) may propose service for one or more categories based upon

available key personnel/staff. Clear evidence and proof of credentials must be provided with the proposals for each proposed staff in each category to be eligible for award in the category.

- 2.2 The quality levels identified for this solicitation are as listed:
- A. Certified Interpreters and/or Translators:  
A Certified Interpreter or Translator for languages is an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter's examination, or an examination administered by a State Court, or University accredited by the United States. A copy of the Certification shall be submitted with the proposal for evaluation purposes for each proposed staff.
  - B. Certified Interpreters and/or Translators with Specialty:  
A Certified Interpreter or Translator with Specialty is an individual who is certified and skilled in a distinctive and specialized area of practice such as legal, medical, psychological, technical, etc. A copy of the certification and evidence of the specialty shall be submitted with the proposal for evaluation purposes for each proposed staff.
  - C. Non-Certified Qualified Interpreters and/or Translators:  
A Non-Certified Qualified Interpreter or Translator is an individual who is able to interpret/translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A non-certified individual shall possess a basic competence in both the source language and the target language, and shall be able to demonstrate knowledge and skill gained from experience working in the language.
- 2.3 The Contractor shall act as interpreter between non-English speaking individuals and the Agency as needed. The contractor shall interpret from English to the specified language and vice versa. A list of core languages identified by the State is attached as Attachment#7 to this solicitation. Offerors shall indicate in their proposals which of those languages they are offering interpreting/translation services for. Offerors are also encouraged to propose other languages that might currently be on demand due to socio-economic conditions in the United States and they are capable of offering qualified staff that meets the requirements of this solicitation.
- 2.4 The State (i.e. any eligible user) reserves the right, during the term of the contract, to determine at the time of the task assignment, which level is appropriate or necessary for the particular interpreting or translation service need. Contractor(s) shall provide interpreters which meet the quality level requested by the Agency for a specific assignment and shall only be compensated at the rate for the level requested. No additional compensation may be requested in case the Contractor(s) assign an Interpreter whose abilities exceed the quality level specified by the Agency.
- 2.5 At the time of a request for interpreter/translation services, the Agency shall identify to the Contractor the specific situation involved (e.g. legal, health, financial matters, artistic setting, etc.) and appropriate attire. The contractor shall then assign personnel with the knowledge and expertise able to provide such specialized interpreting service. In the event of a conflict in determining the appropriate level, the Agency shall have final authority.
- 2.6 The Agency shall have the right to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual for any given assignment.
- 2.7 The user Agency may require the Interpreter to participate in a pre-meeting before assignment, common for particularly difficult circumstances such as, determining conflict of interest, special issues of concern or special directions by the State. Pre-meetings would also allow the Interpreter to decide if the assignment is appropriate for them.
- 2.8 If an interpreter/translator has been requested by name, by an Agency, and confirmed by the Contractor, or if an interpreter/translator is on site providing services, no substitution can be made without notification to and approval by the requesting Agency.
- 2.9 All interpreters provided under a resultant contract shall comply with the Standards of Ethical Behavior for Professional Interpreters. Personnel provided by the contractor must also follow State Agency Rules or Policies. The standards are intended to guide the practice of all interpreters and to acquaint non-interpreters with the standards recognized within the interpreting profession. The Ethical Behavior Standards are further explained in a separate attachment (Attachment #2) to this solicitation.

2.10 The requesting Agency shall have direct control over the daily activities of the Contractor's employee or approved subcontractor assigned to the task. In the event any such personnel shall fail to adhere to the Agency's directions or security regulations, or demonstrate that they are not qualified to perform the duties required, the Agency shall notify the Contractor who shall replace each employee or approved subcontractor with another approved personnel at no cost to the Agency.

### 3. SPECIFIC REQUIREMENTS

3.1 The Assignment Verification form shall be used (Attachment#4) by the requesting Agency to communicate a request to the Contractor for interpreter/translator services and/or to acknowledge, confirm, or cancel the request/assignment. The form may be transmitted via fax, E-mail, or regular mail.

3.2 The Contractor shall confirm or decline an Agency request for service within 24 hours in the same manner as the request was made. The Agency shall request services at least 48 hours (2 calendar days) in advance of the required shift. The Agency should make an attempt to schedule service with more than 48 hours advance notice when circumstances permit. On an emergency basis, the Agency may call the same day that services are required. The Contractor shall state, at the time of order, when an interpreter will be made available to the Agency.

3.3 An Agency may reserve the right to cancel an order, without penalty or charge, providing the Agency notifies the Contractor by the close of business the preceding day. If the Agency fails to give the Contractor sufficient notice of cancellation, the Agency shall pay the Contractor for one (1) hour of service in accordance with the rates contained on the Pricing Schedule.

3.4 If the scheduled service is delayed based on circumstances that are beyond the control of the ordering Agency and/or through no fault of the Contractor (ex. Court hearing doesn't start on schedule or is re-scheduled at a later time on the same day) the Contractor may be compensated for the time of the delay according to the price schedule in the contract.

3.5 Upon order placement by the Agency, if the Contractor agrees to provide an Interpreter for service, the Interpreter is expected to arrive 15 minutes prior to the scheduled appearance. If the Interpreter fails to appear at the time and place specified for the proceeding, or the Contractor furnishes an Interpreter who fails to satisfy the qualification requirements of the contract, the Agency may procure the services of a substitute. The Contractor shall reimburse the Agency for all costs of work in accordance with this contract.

3.6 An Interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by the Agency.

3.7 Failure to provide services at a proceeding will cause damage to the State of Arizona. Therefore, failure to perform the requested services or lack of performance by the Contractor may be considered to be a breach of contract and the State may apply consequences toward the Contractor.

3.8 The State reserves the right to order interpreter services for a minimum of one (1) hour. Payment for the provided service shall be for minimum one (1) hour and by the quarter hour thereafter.

3.9 The turn-around time for standard written translation shall not exceed fourteen (14) days. In case of a document that needs special skills, is of urgent nature or otherwise critical to the user Agency, the Agency and the Contractor may agree upon an acceptable delivery time.

3.10 The State shall not make any payments for additional Interpreters sent by the Contractor that were not requested by the Agency. In addition, the State shall not make payment for an Interpreter who demonstrates that they are not qualified to perform the duties required. Such event may be considered to be a breach of contract and the State may apply consequences towards the Contractor.

3.11 Upon completion of an assignment, the Interpreter shall provide verification of the time actually spent on the assignment to the appropriate party present. The interpreter/Translator, as well as the individual(s) utilizing the services must sign the Assignment Verification Sheet. A copy of the verification shall remain in the Contractor's records and a copy of the form shall be submitted with the invoice.

3.12 The State may procure the necessary services of a substitute interpreter or translator from another Contractor if the Contractor has agreed to provide staff to the assignment and the interpreter fails to appear at the time and place specified, or, if the Contractor furnishes an interpreter or translator who fails to satisfy the qualification

requirements. If a substitute interpreter is obtained, the Contractor shall reimburse the Agency for all costs in accordance with the price schedule.

- 3.13 Failure to provide consistent quality service to the eligible user Agencies of this contract shall result in Deficiency Reports that shall be kept on record for Contractor performance evaluation. Those records may be considered as a factor in the contract extension process during the term of the contract.

#### 4. CONFORMANCE TO REGULATIONS

- 4.1 The Contractor and his/her Interpreters shall conform in all respects with regard to physical, fire, safety and security, as well as ADA regulations while providing services.
- 4.2 The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract.
- 4.3 In the event an Interpreter fails to adhere to the Agency's regulations or demonstrates that they are not qualified to perform the duties required, the Agency shall notify the Contractor who shall replace such Interpreter with another Interpreter at no cost to the State.
- 4.4 The using Agency may require a conflict of interest check and reject an interpreter in cases where a conflict of interest or appearance of a conflict of interest may exist if it's in the best interest of the State.
- 4.5 If the Contractor is assigned to provide services within the secure parameter of prisons or jails, a multi-step procedure needs to be followed for the assignment. The procedure is outlined in a separate attachment (Attachment #3) to this solicitation.
- 4.6 Certain assignments for services related to the Attorney General's Office, the Department of Economic Security, the Department of Health Services or the State Risk Management in representing the Arizona Health Cost Containment System, where health information may be disclosed, require the Contractor to sign and adhere to a Business Associates Agreement. The referenced document is attached as Attachment #5 to this solicitation for information.
- 4.7 Certain assignments for services related to the Department of Revenue require the Contractor to sign and adhere to a specific agreement with the Department. The referenced document is attached as Attachment #6 to this solicitation for information.

#### 5. QUALITY CONTROL

- 5.1 The State will award contract(s) to qualified Offerors based on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the proposal. No substitution of such specified individuals may be made without the written approval of the State. Furthermore, any substitution made during the term of the contract must be equal or better than originally proposed, i.e. the new personnel must meet the criteria as to qualifications, experience and expertise as it is described in the original solicitation.
- 5.2 All personnel assigned must be Interpreters of the Contractor at the time of any specific work assignment to the Agency. Before making a referral on one of its Interpreters, the Contractor shall assure that the individual being referred has been approved for subject contract by the State, possesses the necessary qualifications for the required assignment and is, in fact, capable of performing the duties required by the Agency.
- 5.3 The State shall have the right, any time during the term of the contract, to request verification of the key personnel/staff assigned to the contract, including resumes and certifications. Furthermore, any using Agency shall have the right to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.
- 5.4 The Contractor(s) shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed during the entire term of the contract. Any and all necessary and justified key personnel change under the ensuing contract shall be approved by the State and shall be made part of the original contract award by formal Contract Amendment. Such Contract Amendment(s) shall list the approved key personnel at any given time during the contract. Only those staff may be assigned work under the contract that are approved by the original award or by a Contract Amendment.