



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Notice of Statewide Contract  
Award**

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Translation and Interpreter Services

**Contract Issuance Date:** July 1, 2014

**Statewide Contract #:** SW780

**Total Number of Vendors:** 12 (For details see: Vendor Information Sheet)

**Contract Period:** July 1, 2014 through June 30, 2015

**Agreement Period:** July 1, 2014 through June 30, 2018

**Authorized Users:** All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities may avail themselves of the contract.

**Contract Priority:** This is a Mandatory Contract

**Type of Contract:** Indefinite Quantity, Fixed Price to be delivered on an as needed basis

**OMES-CP Contact:** Gerald Elrod  
Statewide Initiatives Contract Officer

Phone: 1-405-521-4058

Fax: 1-405-522-1077

Email: gerald.elrod@omes.ok.gov



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Awarded Vendors  
Information

PAGE 1 OF 6

**Vendor Name:** Geneva Worldwide

**Vendor ID#:** 0000297149

**Vendor Address:** 256 West 38<sup>th</sup> Street, 10<sup>th</sup> Floor

City: New York

State: NY

Zip Code: 10018

**Contact Person Name:** Laura DeSilva

**Phone #:** 212-255-8400 x 166

**Title:** Contracts Coordinator

**Fax #:** 212-255-8409

**Email:** [ldesilva@genevaworldwide.com](mailto:ldesilva@genevaworldwide.com)

**Website:** [www.genevaworldwide.com](http://www.genevaworldwide.com)

**Authorized Location:** ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003841

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**

**Vendor Name:** Global Arena, LLC

**Vendor ID#:** 0000378171

**Vendor Address:** 230 South Broad Street, Suite 1605

City: Philadelphia

State: PA

Zip Code: 19102

**Contact Person Name:** Lucy Engelhart

**Phone #:** 215-558-2158

**Title:** Director, Translation & Interpreting

**Fax #:** 215-735-4188

**Email:** [lengelhart@globalarena.com](mailto:lengelhart@globalarena.com)

**Website:** [www.globalarena.com](http://www.globalarena.com)

**Authorized Location:** ☐ Locations listing attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003843

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Awarded Vendors  
Information

PAGE 2 OF 6

**Vendor Name:** Language Associates

**Vendor ID#:** 000073647

**Vendor Address:** 7925 N. Hudson Ave, Suite C

City: Oklahoma City

State: OK

Zip Code: 73114

**Contact Person Name:** Juan Morales

**Phone #:** 405-946-1624

**Title:** President & CEO

**Fax #:** 888-870-1695

**Email:** [LA@languageassociates.net](mailto:LA@languageassociates.net)

**Website:** [www.languageassociates.net](http://www.languageassociates.net)

**Authorized Location:** ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003838

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**

**Vendor Name:** Language Line Services, Inc.

**Vendor ID#:** 000066094

**Vendor Address:** 1 Lower Ragsdale Dr., Building 2

City: Monterey

State: CA

Zip Code: 93940

**Contact Person Name:** Thomas Calannio

**Phone #:** 831-648-7545

**Title:** Account Executive

**Fax #:** 831-242-8511

**Email:** [tcalannio@languageline.com](mailto:tcalannio@languageline.com)

**Website:** [www.languageline.com](http://www.languageline.com)

**Authorized Location:** ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003839

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Awarded Vendors  
Information

PAGE 3 OF 6

**Vendor Name:** Language USA

**Vendor ID#:** 0000297137

**Vendor Address:** 1250 Capital of Texas Highway S.

City: Austin

State: TX

Zip Code: 78746

**Contact Person Name:** Kimberly Silverman

**Phone #:** 713-783-3800

**Title:** President

**Fax #:** 866-700-0008

**Email:** [sendto@languageusa.com](mailto:sendto@languageusa.com)

**Website:** [www.languageusa.com](http://www.languageusa.com)

**Authorized Location:** ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003842

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**

**Vendor Name:** Latitude Prime

**Vendor ID#:** 0000378170

**Vendor Address:** 1100 North Glebe Road, Suite 1010

City: Arlington

State: VA

Zip Code: 22201

**Contact Person Name:** Elle Brigitte Jahansouz

**Phone #:** 888-341-9080 x 501

**Title:** President / CEO

**Fax #:** 888-341-9120

**Email:** [elle@latitudeprime.com](mailto:elle@latitudeprime.com)

**Website:** [www.latitudeprime.com](http://www.latitudeprime.com)

**Authorized Location:** ☐ Locations listing attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003844

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**







State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Awarded Vendors  
Information

PAGE 6 OF 6

**Vendor Name:** Universe Technical Translation, Inc.

**Vendor ID#:** 0000378172

**Vendor Address:** 9225 Katy Freeway, STE 400

City: Houston

State: TX

Zip Code: 77024

**Contact Person Name:** Andreas Nordquist

**Phone #:** 713-827-8800

**Title:** Business Development Manager

**Fax #:** 713-464-5511

**Email:** [andreas@universe.us](mailto:andreas@universe.us)

**Website:** [www.universetranslation.com](http://www.universetranslation.com)

**Authorized Location:** ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003848

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**

**Vendor Name:** All Global Solutions International, Inc.

**Vendor ID#:** 0000378177

**Vendor Address:** PO Box 3634

City: Lantana

State: FL

Zip Code: 33465

**Contact Person Name:** Alexandre Monot

**Phone #:** 800-889-6488

**Title:** President

**Fax #:** 530-658-4882

**Email:** [alexm@allgsi.com](mailto:alexm@allgsi.com)

**Website:** [www.allgsi.com](http://www.allgsi.com)

**Authorized Location:** ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0000000000000000000003849

**Delivery:** As requested

**Minimum Order:**

**P/Card Accepted:** X Yes

☐ No

**Other:**









# CONTRACT

## State of Oklahoma

Dispatch via Print

Vendor ID 0000378171  
GLOBAL ARENA  
230 S BROAD ST STE 1605  
PHILADELPHIA PA 19102-4103

Contract ID			Page	
0000000000000000000000003843			1 of 1	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2014 to 06/30/2015		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW780			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	82111804 / 1000030099 TRANSLATION SRVC: Written translation services STANDARD AND EXPEDITED WRITTEN TRANSLATION	1.00	1.00	0.00	0.00

VIEW VENDOR CONTRACT DOCUMENTS FOR PRICING DETAILS.

COMMENTS:

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature  
ORIGINAL SIGNATURE ON FILE WITH OMES CP









## CONTRACT

# State of Oklahoma

### Dispatch via Print

**Vendor ID** 0000378170  
LATITUDE PRIME LLC  
1100 N GLEBE RD STE 1010  
ARLINGTON VA 22201-5786

<b>Contract ID</b> 000000000000000000000000003844			<b>Page</b> 1 of 1	
<b>Contract Dates</b> 07/01/2014 to 06/30/2015		<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> SW780			<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>				

Tax Exempt? Y      Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	82111804 / 1000030099 TRANSLATION SRVC: Written translation services STANDARD AND EXPEDITED WRITTEN TRANSLATION  VIEW VENDOR CONTRACT DOCUMENTS FOR PRICING DETAILS.	1.00	1.00	0.00	0.00

Contract Base Pricing	0.01000	EA	0001
-----------------------	---------	----	------

COMMENTS:

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

ORIGINAL SIGNATURE ON FILE WITH OMES CP



## Dispatch via Print

Tax Exempt? Y      Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	82111804 / 1000030099 TRANSLATION SRVC: Written translation services STANDARD AND EXPEDITED WRITTEN TRANSLATION  VIEW VENDOR CONTRACT DOCUMENTS FOR PRICING DETAILS.	1.00	1.00	0.00	0.00
2	90121702 / 1000030101 TRANSLATION SRVC: Telephone translation services TELEPHONE TRANSLATION SERVICES.  VIEW VENDOR CONTRACT DOCUMENTS FOR PRICING DETAILS.	1.00	1.00	0.00	0.00
3	82111804 / 1000030102 TRANSLATION SRVC: Desktop and graphic publishing translation services DESKTOP AND GRAPHIC PUBLISHING TRANSLATION SERVICES.  VIEW VENDOR CONTRACT DOCUMENTS FOR PRICING DETAILS.	1.00	1.00	0.00	0.00

COMMENTS:

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

ORIGINAL SIGNATURE ON FILE WITH OMES CP







**Vendor ID** 0000065955  
MULTILINGUAL COMMUNICATION SERVICES LLC  
8101 NW 10TH ST STE B RM 1  
OKLAHOMA CITY OK 73127-2953

Tax Exempt? Y      Tax Exempt ID:736017987

ORIGINAL SIGNATURE ON FILE WITH OMES CP





**TABLE OF CONTENTS**

A    GENERAL PROVISIONS..... 4

B.   SPECIAL PROVISIONS ..... 9

C.   SOLICITATION SPECIFICATIONS..... 13

D.   PRICE AND COST ..... 17

## **B. SPECIAL PROVISIONS**

### **B.1. Definitions**

For purposes of this SOLICITATION, the following abbreviations and terms have the meanings indicated below:

- B.1.1.** Authorized Entity - Unless otherwise restricted by the contract, includes Oklahoma State Agencies, Boards, Commissions, Counties, Courts, Departments, Institutions, Higher Education, Hospitals, Municipalities, Political Subdivisions and School Districts, etc.
- B.1.2.** Base of Operations – Location from which a translator or interpreter will be traveling to reach the destination required for the provision of services.
- B.1.3.** Comparable Level of Proficiency – A comparable level of proficiency on any other national- or state-recognized translation or interpretation assessment as determined and recognized by the State of Oklahoma.
- B.1.4.** Consecutive Translation - A form of translation in which the speakers and the translator alternate speaking (the speaker speaks, pauses while the translator translates, and then speaks again).
- B.1.5.** Critical On-Site – Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Contractor with less than twenty-four (24) hours notice.
- B.1.6.** Expedited On-site – Requests for on-site interpretation that are sent by the requesting entity to the contractor with less than forty-eight (48) hours but at least twenty-four (24) hours notice.
- B.1.7.** Expedited Written – Requests for up to 2,000 words of Target Language translation that shall be completed within one (1) day from the day the requesting entity sends the Source Language to the contractor. One additional day shall be permitted for each additional 2,000 words of Target Language translation.
- B.1.8.** Holidays – Holidays observed by the State of Oklahoma agencies. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day.
- B.1.9.** Interpretation – The intellectual activity of facilitating oral and sign-language communication, either simultaneously or consecutively, between two, or among three or more, speakers who neither speak nor sign the same source language. Functionally, interpreting and interpretation are the descriptive words for the activity; in professional practice interpreting denotes spoken language, while interpretation denotes translation studies work. This important distinction is observed to avoid confusion between the interpreter and the client.
- B.1.10.** Interpreter – Orally converts a source language to a target language. The interpreter's function is conveying every semantic element (tone and register) and every intention and feeling of the message that the source-language speaker is directing to the target-language listeners.
- B.1.11.** Off-Peak Hours – Between the hours of 5:00PM and 8:00PM Monday thru Friday, State Designated Holidays and Weekends.
- B.1.12.** Peak Hours – Between the hours of 8:00AM and 5:00PM Monday thru Friday, excluding State Designated Holidays.
- B.1.13.** Requesting Entity – The specific State government agency or entity that requests the contractors to provide any services described in this contract. It is used interchangeably with "using agency".
- B.1.14.** Simultaneous Interpretation – a form of interpretation in which the interpreter relays information while the speaker speaks without interruptions. Used for messages which need to be transmitted while individuals are speaking (at the same time and same rate of speech as the speaker).
- B.1.15.** Source Language – For written translation services, the language in which existing documents are written.
- B.1.16.** Standard On-site - On-site interpretation requests that are sent by the requesting entity to the Contractor with a minimum of forty-eight (48) hours notice.
- B.1.17.** Standard Hours – Standard Work Hours are weekdays (Monday through Friday) from 8:00 a.m. to 5:00 p.m. Local Time, excluding Holidays.
- B.1.18.** Standard Written – Requests for up to 2,000 words of written document translation that shall be completed within one (1) week from the day the requesting entity sends the contractor the Source Language. One additional day shall be permitted for each additional 2,000 words of Target Language translation, or portion thereof, beyond the first 2,000 words.
- B.1.19.** Target Language – For written translation services, the language into which existing documents are to be translated.
- B.1.20.** Translator Procedure Manual – Written summary provided by the contractor describing in overall detail all procedural steps required to be followed by translators providing telephone, on-site, and/or written document translation.

- B.1.21.** Translator Training Program (TTP) - A training program in an accredited college or university for preparing a person to translate from one language to another language.
- B.1.22.** Translation – The act of changing a Source spoken language into a Target spoken language (i.e. English to Spanish or French to English). This may be accomplished on-site, over the phone or in a written format. Also is the transference of meaning from text to text (written, recorded, sign) with the translator having time and access to resources (dictionaries, glossaries, etc) to provide a faithful, true and accurate document or verbal artifact
- B.1.23.** Qualified Interpreter – A person, who has passed a qualification/screening test, offered through interpreter testing programs.
- B.1.24.** Qualified Translator – A person, who has passed a qualification/screening test, offered through translator testing programs.

## **B.2. Contract Period**

The Contract Period is June 1, 2014 through May 31, 2015 with the option to renew for up to three (3) additional one year periods.

## **B.3. Agreement Period**

The Agreement Period is June 1, 2014 through May 31, 2018. Renewal options shall be at the sole discretion of the State of Oklahoma.

## **B.4. Type of Contract**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

## **B.5. Contract Preference**

This contract is mandatory for State of Oklahoma agencies

## **B.6. Authorized Users**

- B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

CHECK APPROPRIATE BLOCK

- B.6.2.** \_\_\_\_\_ Yes, proposal permits usage by other than State Agencies

- B.6.3.** \_\_\_\_\_ No, proposal permits usage by State Agencies only.

## **B.7. Extension of Contract**

The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

## **B.8. Ordering**

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

## **B.9. Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

## **B.10. Gratuities**

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

## **B.11. Proposal Conformity**

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

## **B.12. Contract Usage Reporting Requirements**

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

**B.12.3.** Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports may be delivered via the following addresses;

**B.12.3.1.** Email – strategic.sourcing@omes.ok.gov

**B.12.3.2.** Physical Address:

Will Rogers Building  
2401 N. Lincoln, Suite 116  
Oklahoma City, Ok 73105

**B.12.4.** Contract quarterly reporting periods shall be:

**B.12.4.1.** January 1 through March 31

**B.12.4.2.** April 1 through June 30

**B.12.4.3.** July 1 through September 30

**B.12.4.4.** October 1 through December 31

**B.12.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.

**B.12.6.** Usage Reports shall be submitted in the Excel form listed as Attachment "A"

### **B.13. Contract Management Fee**

**B.13.1.** As provided by Oklahoma State Statute §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of one (1%) on all sales transacted by any entity under this contract.

**B.13.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B12.3 and make payment by company check to OMES – Central Purchasing Division within thirty (30) calendar days from the completion of the quarterly reporting period as listed in Section B12.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: SW780 Translation Services, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Central Purchasing Division  
Agency Business Services  
3812 N. Santa Fe, Suite 290  
Oklahoma City, OK 73118

**B.13.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

### **B.14. Conflict of Interest**

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies in the proposal. Furthermore, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

### **B.15. Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.16. Disclosures Regarding Lobbyists**

**B.16.1.** A supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.16.2.** Any supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

**B.16.3.** The name and address of each lobbyist or agent of the Supplier, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

## **B.17. Notice of Award**

Notice of award letter resulting from this RFP will be furnished to each successful supplier and shall result in a binding contract without further action by either party. It shall be the successful supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

## **B.18. Contractor Invoices**

- B.18.1.** The supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.18.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.18.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the OMES Comptroller at [http://www.ok.gov/OSF/Comptroller/Prompt\\_Payment.html](http://www.ok.gov/OSF/Comptroller/Prompt_Payment.html) for a copy of the regulations.
- B.18.4.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

## **B.19. Energy Conservation**

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

## **B.20. Price Adjustments**

Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

## **B.21. State and Federal Taxes**

Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

## **B.22. Explanation to Supplier**

Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions given before solicitation opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting a response or if the lack of it would be prejudicial to other suppliers.

## **B.23. Oral Agreements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

## **B.24. State Purchase Card (P-Card)**

SUPPLIERS PLEASE NOTE - IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **B.25. Standards and Certifications**

Supplier certifies compliance with:

- B.25.1.** Section 508; Electronic and Information Technology (EIT)
- B.25.2.** Titles VI and VII of the 1964 Civil Rights Act
- B.25.3.** Section 504 of the Rehabilitation Act 1973,
- B.25.4.** Age Discrimination Act of 1975,
- B.25.5.** Hatch Act, the Pro Children Act of 1994,
- B.25.6.** Drug Free Workplace Act of 1988,
- B.25.7.** American with Disabilities Act of 1990,
- B.25.8.** Title IX or the Education Amendments of 1972,



**B.25.9.** 31 U.S.C. Section 1352,

**B.25.10.** Public Law 105-78

**B.25.11.** The Single Audit Act of 1984; as applicable.

## **B.26. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the supplier or any of its sub-suppliers or agents, the supplier shall be responsible for recreating such lost data in the manner and on the schedule set by the contract manager. The supplier shall ensure that all data is backed up and recoverable by the supplier. Supplier shall use its best efforts to assure that at no time shall any actions undertaken by the supplier under this contract (or any failures to act when supplier has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the supplier is working hereunder.

## **B.27. Confidentiality**

In the event the successful supplier or its employees shall obtain access to any confidential information, records or files of the requesting entity in connection with the performance of its obligations under this Agreement or any order placed pursuant to this agreement, the successful supplier shall keep such records, files, and information confidential. "Confidential information, records or files" shall not mean information which the requesting entity has denominated in writing as not confidential or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public. e.g. information in public libraries or repositories. The successful supplier shall notify its employees in writing that they are subject to the confidentiality requirements set forth above prior to the start of this contract. The successful supplier will notify the State in writing when this requirement has been met.

## **B.28. Assignment of Contract and/or Claims:**

The contractor shall not assign this contract, any interest therein, or any claim under this contract to any party without the advance written approval of the contracting officer.

## **B.29. Subcontracts**

The contractor to whom this contract is awarded shall be completely and solely responsible for the satisfactory performance of all subcontract services performed under this contract.

## **B.30. Clarification of Solicitation**

**B.30.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing

**B.30.2.** Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.

**B.30.3.** If a Supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the Supplier, or an error that reasonably should have been known by the Supplier, the Supplier shall submit a bid at its own risk; and if awarded the contract, the Supplier shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Supplier takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

**B.30.4.** Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

## **B.31. Minor Deficiencies or Minor Informalities**

**B.31.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**B.31.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for bid rejection.

## **B.32. Electronic Submission**

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

# **C. SOLICITATION SPECIFICATIONS**

## **C.1. Introduction**

The State of Oklahoma is seeking responses from qualified and/or certified interpreter and translator agencies or individuals, to

provide interpreting and/or translation services for various spoken foreign languages. The contractors will provide a full range of interpretation and translation services to State entities under one or more line item numbers of this contract. This contract describes the service to be provided during meetings, job interviews, non-emergency medical appointments, job placement and orientation, and other situations as requested by State of Oklahoma requesting entities. These services must be available from both office and non-office remote locations to include some at client addresses, in multiple locations as requested by the State of Oklahoma requesting entities.

The contracts will provide a streamlined acquisition approach for State authorized entities to obtain the services of qualified/certified and experienced language professionals. Agencies will issue Purchase Orders to schedule the contractor in accordance with the Ordering Procedures contained in this contract. A Purchase Order may contain any service described herein and will outline entity specific requirements in accordance with this contract and the entity's needs.

## **C.2. Qualification & Requirements for Foreign Language Translation and Interpretation**

The contractor shall provide certified/qualified and experienced language professionals with relevant knowledge in the required field of expertise for performance of the services requested.

## **C.3. Minimum Personnel Qualifications**

All personnel providing services on this contract shall have been providing foreign language services for a minimum of three years to customers. This includes on-site, telephonic and/or written translation services. See definitions – qualified translator.

## **C.4. General Requirements for Translation and Interpretation Services**

- C.4.1.** Provide confirmation that a translator or interpreter has been assigned to the user agency after receipt of written request within two working days of the original request. This confirmation must be sent to the appropriate user agency via fax or e-mail.
- C.4.2.** If requested by the using agency, a translator or interpreter that provides a service to agency must provide a copy of certification or transcript verifying the graduation. In addition, the Office of Management and Enterprise Services reserves the right to request such proof from the contractor at any time during contract periods.
- C.4.3.** Timelines for translation services will begin on the day the request is "received" by the contractor and end on the day contractor's response is submitted. Mailing time to and from the requesting entity, if electronic method is not used, is not included.
- C.4.4.** If services are provided during both peak and off-peak hours, payment will be made for the actual time worked in each time period at the appropriate standard peak or off-peak rate increment.
- C.4.5.** Timeframes can be either calendar or business day or week depending upon the requesting entity's need. This shall be identified when submitting the request to the contractor.
- C.4.6.** The contractor must have a quality assurance plan to assure the quality of services provided under this contract. The plan must include information regarding monitoring of all services provided.

## **C.5. Written Document Translation Services**

- C.5.1. General Requirements for Written Document Translation Services**
  - C.5.1.1.** The contractor shall provide written translations of source texts in one language into target texts written in another language, with the meaning and intent of the original source text.
  - C.5.1.2.** Services shall include translation of documentation, proofing, editing, client consultation for product assessment, glossary development, and final production layout and output in the required media format (i.e. hardcopy or electronic) by qualified and experienced native speaking language translators.
  - C.5.1.3.** Required field of expertise include, but are not limited to, the translation of business, legal, medical and technical documents, manuals, web sites, brochures, multimedia, intranet, video, audio and software localization.
  - C.5.1.4.** The contractor shall provide foreign language translations that are accurate, culturally and politically sensitive to the social environment of the target reader/audience.
  - C.5.1.5.** When translating written text from a source to a target language, the final translation of the target language shall be typed on a specific paper size, font size, font type, margin, and line spacing as instructed by the requesting entity.
  - C.5.1.6.** The contractor shall provide all foreign language translation services at a per hour rate for desktop publishing, graphic and spoken language translation services and a per word rate for all other types of translation as provided within Attachment "B". Word counts are based on the source language for "out of English" work, and on the target language for "into English". If electronic source files are not available from the requesting entity, word counts may be approximated.
  - C.5.1.7.** Depending on the type and/or complexity of project, the setup fee and/or project management fee may apply.

**C.5.2. Standard Written Document Translation Turnaround Timeframes**

**C.5.2.1.** For source documents which would require 2,000 or less words of Target Language translation, standard written document translation shall be completed within one (1) week from the day the requesting entity sends the source language to the contractor. The timeframe for completion of written translations requiring more than 2,000 words of Target Language translation shall be 1 week, plus 1 additional day for each additional 2,000 words, or portion thereof, of Target Language translation.

**C.5.3. Expedited Written Document Translation Turnaround Timeframes**

**C.5.3.1.** Expedited written translation requirements shall be completed within one standard 24-hour day from the day the requesting entity sends the source language to the contractor for up to 2,000 words of target language translation. One additional day shall be permitted for each additional 2,000 words, or portion thereof, of target language translation.

**C.6. Telephonic Interpretation Services**

- C.6.1.** The contractor shall provide a toll free telephone number which is staffed 24 hours a day, seven days a week, and 365 days per year.
- C.6.2.** Contractor must provide conference calling system/services that accommodate a minimum of 5 parties in a conference.
- C.6.3.** In the event that the requesting entity requests specific foreign language interpretation that will require more than 45 minutes of the interpreter's time, the requesting entity shall submit the request for an interpreter at a minimum 6 hours in advance of the actual time it is needed.
- C.6.4.** The contractor shall not require the requesting entity to purchase or obtain a specific type of equipment to access telephonic interpreter services.
- C.6.5.** The State of Oklahoma reserves the right to initiate and monitor a sample of interpreted calls and/or to tape and/or to test a sample of interpreters during the contract periods.

**C.7. On-Site Foreign Language Interpretation**

- C.7.1.** The contractor shall provide services to the requesting entity by providing oral foreign language interpretation either simultaneously or consecutively for meetings, conferences, seminar, litigation proceedings, briefings, training, escort and other forms of voice communication requirements from a source language in the target language. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with structural accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social and professional topics at a minimum. The maximum proficiency level will demonstrate that of a highly articulate well educated native speaker which reflects the cultural standards of the country where the language is natively spoken.
- C.7.2.** The requesting entity will specify in the Task Order, the foreign language requested by the client, the location, dates and times and any required certification or accreditation verification necessary.
- C.7.3.** An interpreter shall physically be present at the Oklahoma location specified by the requesting entity, including locations with security or other special requirements, and to abide by all such security or special requirements.
- C.7.4.** Ensure that the interpreter arrives a minimum of 15 minutes prior to the beginning of the event.
- C.7.5.** When more than one interpreter is available for an assignment, the contractor shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the requesting agency/ entity.
- C.7.6.** Interpreters shall be provided based on the following:
  - C.7.6.1.** Client preference
  - C.7.6.2.** Subject matter
  - C.7.6.3.** Length of the event and the type of interpreting required
- C.7.7.** Standard On-site interpretation services shall be provided by the contractor for requests received with a minimum of forty-eight (48) hours notice. Expedited On-site interpretation services shall be provided by the contractor for requests received with less than forty eight (48) but at least twenty-four (24) hours notice. Critical On-Site interpretation services shall be provided by the contractor for requests received with less than twenty-four (24) hours notice.
- C.7.8.** In the event that a request for on-site interpretation is cancelled with *less than* twenty-four (24) hours notice, the requesting entity shall be required to pay the contractor the one and a half (1.5) hour minimum billable time.
- C.7.9.** If the assignment is cancelled upon interpreter arrival to the scheduled assignment, the interpreter will be compensated for the full scheduled length of the assignment.
- C.7.10.** If the interpreter arrives to the assignment and the client is a no show for the interpreter will be compensated for the full scheduled length of the assignment.

## **C.8. Reporting Requirements for Foreign Language Translation Services**

- C.8.1.** When requested by the requesting entity, the contractor shall provide monthly report of usage listing by client ID, call originator, county of origination and the agency name. Reports shall be submitted with invoices.
- C.8.2.** The contractor shall provide usage reports requested by the requesting entity electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) or a hard copy or fax.
- C.8.3.** The contractor shall submit usage reports on a quarterly basis (Jan – Mar, Apr – Jun, Jul – Sep, and Oct – Dec) to the Contracting Officer named under this contract, within 15 days of the last day of the month being reported. The usage reports should be submitted via email on the provided usage report (Attachment “A” – Usage Report). Usage reports should specify the following information:
  - C.8.3.1.** Period
  - C.8.3.2.** Type of services (i.e Telephonic, On-site, or Written Text)
  - C.8.3.3.** Requesting Agency Name
  - C.8.3.4.** Source Language
  - C.8.3.5.** Target Language
  - C.8.3.6.** Number of hours or words or minutes spent
  - C.8.3.7.** Total Charge

## **C.9. Requesting Entity Instructions**

- C.9.1.** Agencies may use written purchase orders; facsimile orders, credit card orders, and/or blanket purchase orders under this contract.
- C.9.2.** When it is determined that your agency needs an outside source to provide translation or interpretation services, follow these simple steps:
- C.9.3.** Develop a Statement of Work (SOW) – Optional In the SOW, include the following information:
  - C.9.3.1.** The service required; the SOW must also include the Source and Target languages along with the type of translation required (i.e. telephonic, on-site or written text). If the SOW is not developed, information required in this section must be included in the purchase order.
    - C.9.3.1.1.** Location of the event
    - C.9.3.1.2.** The date of the event
    - C.9.3.1.3.** The length of the event
    - C.9.3.1.4.** Any special standards or requirements, where applicable
- C.9.4.** Submit SOW to contractors for quotations. The request submitted by the requesting entity can be via telephone, facsimile, or email to the contractors.
  - C.1.9.4.** Select the contractor best suited for your needs.
  - C.1.9.5.** Place the order with the selected contractor.

## **C.10. Travel Costs**

- C.10.1.** Interpreter's actual mileage will be calculated and reimbursed in accordance with the Oklahoma State Travel Reimbursement Act, along with actual expenses (parking, tolls, etc.) for assignments within sixty (60) miles from the Interpreters home.
- C.10.2.** For any assignment that is 100 miles or more round trip the contractor will be paid “portal-to-portal” plus mileage. Portal-to-Portal being defined as the level of certification pay rate for each hour from when the contractor starts travel for the assignment the hours interpreting and when the travel ends for the assignment. Any assignment that is less than 100 miles round trip, the contractor will be paid mileage only. Each agency will make the determination to use portal-to-portal
- C.10.3.** No travel time or mileage will be paid for statewide written document translation service.

## **C.11. Reporting Requirements for Sign Language Interpretation Services**

- C.11.1.** When requested by the requesting entity, the successful supplier shall provide monthly report of usage listing by client ID number, county of origination and the agency name. Reports shall be submitted with invoices.
- C.11.2.** The successful supplier shall provide usage reports requested by the requesting entity electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) or a hard copy or fax.

## **C.12. Requesting Entity Instructions**

- C.12.1.** Agencies may use written purchase orders; facsimile orders, credit card orders, and/or blanket purchase orders under this contract.
- C.12.2.** When it is determined that your agency needs an outside source to provide translation or interpretation services, follow these steps:
- C.12.3.** Develop a Statement of Work (SOW) - REQUIRED In the SOW, include the following information:
  - C.12.3.1.** The service required (i.e. sign language interpretation)
  - C.12.3.2.** Location of the event
  - C.12.3.3.** Date of the event
  - C.12.3.4.** Length of the event
  - C.12.3.5.** Any special standards or requirements, where applicable
- C.12.4.** Submit SOW to successful suppliers for quotations. The request submitted by the requesting entity can be via telephone, facsimile, or email to the successful supplier.
- C.12.5.** Select the supplier best suited for your needs.
- C.12.6.** Place the order with the selected supplier

## **D. PRICE AND COST**

Pricing varies by vendor. See attached vendor documentation for pricing details.