

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 20 day of September 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **CESCO LINGUISTIC SERVICES, INC.**, located at 6152 South Tempe Way, Aurora, Colorado 80015, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. **SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached RFP 2017.322 and the Contractor's response to the RFP 2017.322 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. **TERM:**

3.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.

3.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of four hundred thousand dollars and no cents (\$400,000.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. **TERMINATION:**

- 9.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. **MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Government Center
 Contact: Heidi Ellis, Contract Specialist II, Finance/Purchasing Division
 Address: 4430 South Adams County Parkway, Suite C4000A
 City, State, Zip: Brighton, Colorado 80601
 Office Number: 720.523.6053
 Email: hellis@adcogov.org

Department: Adams County Attorney's Office
 Address: 4430 South Adams County Parkway
 City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: CESCO Linguistic Services, Inc.
 Contact: Steve Lank, Vice President
 Address: 6152 S Tempe Way
 City, State, Zip: Aurora, Colorado 80015
 Office Number: 303.274.2634
 E-mail: slank@cescols.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

11.1. **Amendments or Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

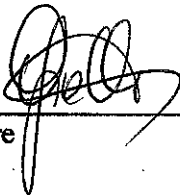
CONTRACTOR:

CESCO LINGUISTIC SVCS

Company Name

9/15/17

Date



Signature

GIOVANNA CARRIERO - CONTRERAS

Name (Print or Type)

CEO

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: Eva J. Henry
Eva J. Henry, Chair

Date: 9/20/17

**CONTRACTOR
CESCO LINGUISTIC SERVICES, INC.**

By: GIOVANNA CARRIERO-CONTRERAS
Name (Print or Type)

Date: 9/15/17

[Signature]
Authorized Signature

Title: CEO

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

NOTARIZATION:
COUNTY OF Denver)
STATE OF Colorado))SS.

Signed and sworn to before me this 15th day of September, 2017,

by Giovanna Carrero Contreras

Notary Public Patricia A. Pew

My commission expires on: February 17, 2021

PATRICIA A. PEW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054001574
MY COMMISSION EXPIRES FEBRUARY 17, 2021

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Fee Schedule (Base Year)
2. Proposal dated, April 13, 2017
3. Addendum Two dated, April 10, 2017
4. Addendum One dated, April 4, 2017
5. Offeror's Certification of Compliance
6. Offeror's Signature Page

EXHIBIT A FEE SCHEDULES

The offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees as submitted in proposal shall be firm through the initial term of the awarded agreement.

Following please find out detailed Price Proposal for services covered in this RFP response. As the template provided did not allow for enough detail, we provide our own format below. The template provided follows and refers back to this proposal.

ON-SITE INTERPRETATION

The hourly interpretation rates include the following services:

1. On-site interpretation.
2. Full scheduling service for all assignments requested by Adams County.
3. Interpreter training for Cesco interpreters geared specifically to Adams County's needs (if necessary/requested/approved.)
4. Supervision when permitted by Adams County as part of our QA process.

The on-site interpreting rates are summarized in the table below:

Spoken Language Rate Groups	Medical/Education			Legal/ 2 hours min
	Minimum Billable	Rate/ hour	After hours/ holidays	
Spanish:	1 hour	\$50	\$55	\$60
Albanian, Amharic, Arabic, Armenian, Bengali, Bosnian, Cambodian (Khmer), Chinese-Mandarin, Czech, Farsi, French, Georgian, German, Hindi, Hmong, Hungarian, Indonesian, Italian, Japanese, Korean, Laotian, Mai Mai, Nepali, Polish, Romanian, Russian, Somali, Swahili, Thai, Tigrinya, Ukrainian, Vietnamese	1.5 Hours	\$55	\$60	\$65
Akan, Burmese, Burundi, Chinese-Cantonese, Dari, Dinka, Fante, Fulani, Karen, Kirundi, Kunama, Haitian-Creole, Malinke, Mandingo, Mongolian, Nuer, Oromo, Pular, Punjabi, Tagalog, Tajik, Tongan, Turkish, Twi, Urdu, Wolof	1.5 Hours	\$60	\$65	\$65



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Note: If encounter goes over the time initially booked, additional time will be invoiced in 15-minute increments.

Most Frequently Requested Languages in the Language Rate Groups (alphabetical order)

Akan	Haitian Creole	Polish
Albanian	Hindi	Pular
Amharic	Hmong	Punjabi
Arabic	Hungarian	Romanian
Armenian	Indonesian	Russian
Bengali	Italian	Somali
Bosnian	Japanese	Spanish
Burmese	Karen	Swahili
Burundi	Kirundi	Tagalog
Cambodian (Khmer)	Korean	Tajik
Cantonese	Kunama	Thai
Czech	Laotian	Tigrinya
Dari	Mai Mai	Tongan
Dinka	Malinke	Turkish
Fante	Mandarin	Twi
Farsi	Mandingo	Ukrainian
French	Mongolian	Urdu
Fulani	Nepali	Vietnamese
Georgian	Nuer	Wolof
German	Oromo	Others as Requested

Special Considerations

For simultaneous interpreting assignments lasting 1 hour or longer, two interpreters will need to be requested.

POTENTIAL ADDITIONAL FEES

Equipment Fees

Portable transmitters w/microphone: \$10.00/unit/day

Receivers w/headset: \$3.00/unit/day

Flat Rate Travel Fee

A flat fee of \$20 will be charged for travel time/mileage on each assignment.

Hourly Rate for Emergencies

No Emergency rate will be applied to interpretation request for spoken languages.

Minimum fees

Minimum fees are listed in the table above.



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COMMUNITY SERVICES

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Cancellation/No-Show Policy

For Spanish, full cost of assignment will be invoiced if cancelled **the business day prior** to the assignment. For all other languages, full cost of assignment will be invoiced if cancelled **less than 2 business days** prior to the assignment. No-Shows will be invoiced for the total booked time.

SIGN LANGUAGE INTERPRETING

The hourly interpretation rates include the following services:

1. On-site interpretation.
2. Full scheduling service for all assignments requested by Adams County.
3. Interpreter training for Cesco interpreters geared specifically to Adams County's needs (if necessary/requested/approved.)
4. Supervision when permitted by Adams County as part of our QA process.

The sign language interpreting rates are summarized in the table below:

Sign Language	Minimum	Rate/hour
Education Assignments:	2 hours	\$75
Medical Assignments:	2 hours	\$90
Legal Assignments:	2 hours	\$90
Travel fee:		\$20
An additional charge per hour will be added to the hourly rate for assignments requested with less than two business days' (48 hours') notice		\$28

Note: If encounter goes over the time initially booked, additional time will be invoiced in 15-minute increments.

Special Considerations

For sign language interpreting assignments lasting 1 hour or longer, two interpreters will need to be requested.

POTENTIAL ADDITIONAL FEES

Hourly Rate for Emergencies

An additional \$28 will be applied to the regular hourly rate.

Travel Fee and/or Mileage



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A flat fee of \$20 and /or mileage per the IRS schedule will be charged on all sign language interpreting assignments.

Minimum fees

Minimum fees are listed in the table above

Cancellation/No-Show Policy

Full cost of assignment will be invoiced if cancelled less than **2 business days** prior to the assignment.

No-Shows will be invoiced for the **total booked time**.

OVER-THE-PHONE INTERPRETING (OPI)

On-Demand OPI

Minutes per Month	Price per Minute: Spanish	Price per Minute: LOTS
1 – 9,999	\$ 1.00	\$ 1.20
10,000 – 29,999	\$ 0.95	\$ 1.15
30,000 – 59,999	\$ 0.90	\$ 1.10
60,000 – 99,999	\$ 0.85	\$ 1.10

Pre-Schedules OPI

One Hour Pre-scheduled OPI - Service 2				
Language	Standard Rate	After Hours (6pm – 8 am)	Rush & Weekend Rate	Minimum
Spanish – pre-scheduled	Same as on-site	Same as on-site	Same as on-site	1 hour
LOTS - pre-scheduled	Same as on-site	Same as on-site	Same as on-site	1 hour

OPI TERMS OF SERVICE

On-Demand OPI: Clients are connected to interpreters 24/7/365 via an 800 number. Billing is based on a per-minute basis (rounded to the nearest minute, with a minimum of 15 min.) and starts once an interpreter is connected to the call. Company does not provide third-party dial-out beyond the borders of the U.S. or Canada. On-Demand OPI is available in 200 languages. There are no call minimum or monthly minimums for OPI service; client is billed for minutes used.

Pre-Scheduled OPI: Clients may pre-schedule phone appointments with interpreters in specific languages. There is a minimum fee equal to **60 minutes** regardless of actual time spent during the interpreting session.

Late Policies: Interpreters will wait up to 30 minutes after the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past



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the scheduled time. Billing for pre-scheduled appointments begins at the original scheduled time unless provisions for a delayed start time are made 24 hours in advance.

Cancellation Policy: There is a **120-minute** cancellation fee if cancellation is not received the day prior to the scheduled session. If an interpreter has not been assigned to a Pre-Scheduled OPI session and the session is cancelled, the minimum fee will be waived.

WRITTEN TRANSLATION

Translation Rates by Language (Per Word)

The following table lists rates for our most frequently requested translation languages. Please cross-reference the languages and rates with Table 2 to see how the Trados breakdown applies. For example, all languages supported by Trados with a rate of \$0.26/word will have the same cost-effective breakdown as Korean.

Target Language	New Word Rate*
Amharic	\$0.26
Arabic	\$0.24
Burmese	\$0.26
Chinese, Simplified	\$0.18
Chinese, Traditional	\$0.20
French	\$0.22
German	\$0.23
Japanese	\$0.28
Karen	\$0.28
Khmer	\$0.26
Korean	\$0.26
Mongolian	\$0.26
Nepali	\$0.26
Polish	\$0.23
Portuguese	\$0.23
Russian	\$0.20
Somali	\$0.26
Spanish	\$0.18
Swahili	\$0.26
Tigrigna	\$0.26
Vietnamese	\$0.22
Other languages as requested	TBD



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Translation Memory (TM) Tools

Cesco Linguistic Services works with Trados, a Translation Memory (TM) tool, that will allow charges to be applied on a fuzzy match sliding scale rate (Trados Breakdown) as indicated below. Not all languages are supported by Trados and those that are not will have a fixed rate.

The advantage of using a TM tool is to increase the possibility of savings on translation costs for Adams County, as well as reduce turnaround times. This is because the tool will store the translations performed and will allow retrieval of the same or similar translation segments. The end result is high consistency at a more cost-effective rate.

Translated segments retrieved and “re-used for translation” will be charged at a lower rate as indicated in the below table:

Trados Rate Breakdown	
<i>(Based on Translation Memory Analysis Provided with Each Job)</i>	
New words/untranslated:	Full rate
Repetitions/100% Match:	70% Discount
95 - 99% Match:	35% Discount
85 - 94% Match:	15% Discount

The table below is an example of how this breakdown applies to a set of five sample languages. Please cross-reference the languages and rates with the rate table above to see how the Trados breakdown applies to other languages. For example, all languages supported by Trados with a rate of \$0.26/word will have the same cost-effective breakdown as Korean.

Trados Breakdown	Spanish	Arabic	Korean	Vietnamese	Polish
New words	0.18	0.24	0.26	0.20	0.23
Repetitions/100%	0.06	0.08	0.09	0.07	0.08
Fuzzy 99-95%	0.12	0.16	0.17	0.13	0.15
Fuzzy 94-85%	0.16	0.21	0.22	0.17	0.20

Potential Additional Fees

Project Management:	6% of total cost (one language) 8% of total cost (multi language)
Desk Top Publishing (document format):	\$60.00/hour
Third-Party Quality Assurance:	50% of New Word rate per Table 4
Minimum Fee:	\$60 (standard); \$80 (rush)
Rush Fee:	25% surcharge of total



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Cancellation Policy for Translation

Our cancellation policy is as follows: Cesco will bill for work completed per language if we receive cancellation up to the point that we are 89% complete. After that, we will charge 100% of cost quoted. If same/next day rush projects are cancelled after they have been officially approved and launched, full cost will be charged. If the project is cancelled before we launch to the translator, there may be no charge.



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Cesco Linguistic Services, Inc.
Proposal in Response to Adams County RFP 2017.322
for Translation and Interpretation Services

This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum, each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

1. Offeror can submit a proposal for both interpretation and translation or just one.

Answer: Cesco is providing a response for both interpreting and translation.

2a. Qualifications: Company Overview and describe the qualifications of your company. Provide a brief description of your agency, and/or organization including total staff size, number of years in business.

Answer:

Cesco Linguistic Services (CLS) has a proven track record of providing high-quality interpreting and translation services in the state of Colorado going back to the mid-1990s under the DBA of The Spanish Interpreting and Translation Center. Since 2004, we have been doing business as Cesco Linguistic Services, Inc. The founder, Giovanna Carriero-Contreras, is a passionate language access advocate and has made it her personal mission and that of Cesco to help ensure that limited English proficiency (LEP) individuals in the State of Colorado have the same access to public services as those who are fluent in English, both in spoken and written communication. This focus, along with strict adherence to the professional code of ethics, consistent quality of service and accountability, has led Cesco to be chosen as the preferred language services provider by a long list of Colorado clients in the healthcare, social services, legal, workers' compensation and education sectors, among others. CLS can provide services in over 90 languages, with a particular area of expertise in languages of limited diffusion. When over-the-phone interpreting (OPI) is an option, we can provide services in up to 200 languages.

CLS has a full-time staff of 10, with corporate headquarters located at 360 Acoma Street, Denver, Colorado 80223 and representative offices in Washington, DC; Madrid, Spain; and Rome, Italy.

At Cesco Linguistic Services, our vision is *"to be the connecting voice across languages and cultures."*

2b. Your organization's experience with the services listed in the Scope of Service, and other services offered.

Answer:

As you will see reflected throughout this response, CLS has extensive experience with and expertise in the services required by Adams County, as listed in the Scope of Services. The



majority of the work we do, in fact, is related to helping our clients meet their language access responsibilities and to better assist the members of their diverse communities who experience language barriers and who are unable to read, write, or speak English, and/or are deaf/hearing impaired. Much of this work requires travel throughout the region and often at short notice. We hope that you will find that our responses below regarding our work with low income multi-cultural populations, governmental and public sector agencies, and traumatized children and families, in particular, will convince you of the unique expertise that CLS brings to the table and that CLS will be able to help Adams County exceed its goals with regard to serving these populations.

2c. Briefly describe related services provided by your agency working with low income multi-cultural populations. Unique organizational expertise and resources that will add value to the service.

Answer:

CLS has been providing both interpreting and translation services to various Colorado Departments of Human Services (e.g. DDHS, AHS, Jeffco) since 2008 and Arapahoe Human Services since 2011, so we have firsthand, in-depth knowledge and experience of the type of language services Adams County requires to serve its Limited English Proficient populations. For confidential reasons, CLS cannot disclose the specifics of the cases where the company has provided linguistic services (both interpreting and translation) on this RFP. However, from a general perspective, the services CLS has provided have included, but are not limited to:

- Interpreting at supervised visits arising from domestic abuse cases.
- Interpreting at schools with Denver County Case Workers.
- Interpreting at home visits, staff meetings, and mental health appointments.
- Translation of both medical and legal documents.

In addition, CLS also provides interpreting and translation services to Lutheran Family Services (LFS). Through this human services organization, CLS has provided language services to the growing Colorado-based refugee population that LFS serves.

Some of the goals that CLS has helped LFS achieve have included connecting and keeping refugee families together, helping refugees overcome language and cultural barriers, and providing training to help facilitate the refugee families' integration into our society. CLS has performed these services for a wide variety of *languages of limited diffusion*.

CLS also provides similar services to other organizations serving low-income, multi-cultural populations in the area. For example, CLS' CEO is a member of the Aurora Immigrant Refugee Taskforce, which works to assess the situation of immigrants in the community and identify solutions to better reach and serve these diverse population. In addition, we support ExecConnect, a non-profit working very closely with Mayor Hancock's office in their outreach to low-income areas by providing interpreting services. We also provide interpreting services to Mi Casa Resource Center's families for their events, as well as to HealthSet for their low income elderly population. Finally, we also support the work of the Denver Immigrant Refugee Commission



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2d. Describe your experience interpreting and translating governmental and public sector agencies. Please list the names of those agencies.

Answer:

As the interpreting and translation services provider for Denver Public School (DPS), the depth and breadth of language services for both interpreting and translation that CLS must provide is extensive and includes learning (dis)abilities assessments, evaluations, expulsion meeting, parent/teacher conferences, as well as interpretation for ad-hoc circumstances that require meetings with child/parents. In the 2015-2016 academic year alone we translated approximately 3 million source words multiplied across an average of 8 languages per project and interpreted for over 1,795 appointments, covering over 2785 hours of interpreting in over 90 languages. CLS also provides similar services for other Colorado school districts, including Adams 12 Five Star Schools and Jeffco Public Schools.

Additionally, CLS was selected as the exclusive provider of the interpretation services for Roundtables of the 2010 and 2015 Biennial of the Americas in Denver, Colorado and the 2016 Biennial in Brazil. This is an international event that celebrates the culture, ideas and people of the Western Hemisphere, hosted by the City of Denver. We will also be providing interpreting services for the 2017 edition.

List of governmental and public sector agencies for which CLS provides interpretation and translation services:

- Denver Public Schools
- Adams 12 Five Star Schools
- Jefferson County Public Schools
- Lutheran Family Services
- Farmers Insurance
- Several Judicial Districts in the State of Colorado
- Several Probation Office Districts in the State of Colorado
- And many others

3. List the types of interpretation and translation services your organization will be offering that meets the specifications in the scope of services.

Answer:

- a. On-site, face-to-face interpretation for any assignments required by Adams County, for any spoken language, as well as American Sign Language (ASL)
- b. Over-the-Phone Interpreting (OPI) for any assignments required by Adams County, for over 200 languages
- c. Translation services for any document required to be translated by Adams County.
- d. If requested consulting services for translation- and/or interpreting-related processes aimed at improving the service Adams County provides its multi-cultural populations.
- e. If requested, cross cultural/diversity training for Adams County personnel to help staff members better serve the multi-cultural populations Adams County serves.

4. Expertise and Experience: How long has your agency been providing foreign language interpretation/translation and/or sign language interpretation services?

Answer:



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CORPORATION

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CLC Response to Adams County RFP 2017.322 for Translation and Interpretation Services

pg. 3

CLS has been providing interpreting and translation services in the state of Colorado since the mid-1990's, initially under the DBA of The Spanish Interpreting and Translation Center and since 2004 as Cesco Linguistic Services, Inc. (CLS).

5. What type of ongoing education/training do you participate in to ensure the continued quality of your foreign language interpretation/translation and/or sign language interpretation skills?

Answer:

This question seems aimed at individual translators and interpreters rather than agencies. However, CLS does provide ad-hoc training for the staff and linguistic partners (i.e. contractors) on a quarterly basis and topics vary. CLS is also actively involved in industry efforts to develop more legal, medical, community and education interpreter trainings and certification opportunities. In addition, Giovanna Carriero Contreras is a licensed trainer for The Community Interpreter® the first and only 40-hour interpreter training course for community interpreters. Giovanna provides this training at least 6 times a year. For more details on this training, please see our response to question 15 below.

6. Describe the qualifications of your employees providing foreign language interpretation, translation, and/or sign language interpretation services?

Answer:

CLS' management team has almost 80 years of combined language services industry experience and is extremely qualified to manage Adams County's language services requirements.

CLS's Founder & CEO Giovanna Carriero-Contreras has been working in the language services industry for 25 years and is a graduate of the School of Translation and Interpretation in Geneva, Switzerland. Before co-founding Cesco she held positions in Switzerland, the United Kingdom and the United States. Giovanna is not only a seasoned translator and interpreter herself, but she is also a nationally licensed interpreter trainer for The Community Interpreter® (TCI), the first and only national 40-hour certificate program in community interpreting (<http://www.thecommunityinterpreter.com/>). In addition, Giovanna is one of the authors of the recently published textbook update for the The Community Interpreter® International (TCII) program (6th Edition). As a strong proponent of professional development for interpreters and the advancement of the profession in general, Giovanna is also very active in the Colorado interpreting community, and served for 2 terms as co-chair of the Colorado Association of Professional Interpreters (CAPI). Giovanna is a very strong language access advocate and has expert understanding of Title VI and Executive Order 13166 requirements in that regard, as well as Section 1557 of the ACA. Finally, Giovanna is actively involved in developing professional standards for the interpreting industry on the national level, through ASTM International, and on the international level through the International Organization for Standardization (ISO). All this to say that no one is more qualified than Giovanna to design, implement and administer an interpreting program such as that required by Adams County.

CLS' Vice President of Translation Services, Steve Lank, has been working in the language services industry since 1987, having started out as a freelance translator and project manager, subsequently holding senior management positions in the US, Ireland and Spain, focusing primarily on operations and vendor management. From 1998 to 2011 he chaired the ASTM



International subcommittee responsible for developing and publishing *ASTM F2575 Standard Guide for Quality Assurance in Translation*, and currently serves as the Technical Contact for the update. Steve teaches in the graduate interpreting and translation program at the University of Maryland and earned his MA in Spanish Translation and Interpretation from the Monterey Institute of International Studies

Regarding linguistic resources, Cesco Linguistic Services works only with translators and interpreters who have been professionally trained or who have a proven track record (for languages where professional training/credentials are not available) in their respective field(s) of expertise. Qualifications and references are thoroughly reviewed and verified prior to any formal assignment. Experience of each language professional is determined based on the number of years in the profession, the language combination, and the demonstration of a pursuit of continuing education. Therefore, experience levels will vary from individual to individual. Cesco Linguistic Services is keenly aware of these differences and only assigns jobs based on specific qualifications and history of job performance.

7. What hours/days of the week is your agency available to provide services?

Answer:

- Official office hours are 7:00 am to 5:00 pm, Monday – Friday
- Answering service by staff begins promptly at 6:00 am and ends at 6:00 pm. This service is not outsourced and if calls that come during these hours go to voice mail they will be promptly returned by our staff.
- Interpreters are regularly available Monday - Saturday, from 6:00 am to 8:00 pm, but services outside of these hours can be arranged.
- For urgent needs before or after hours, Adams County will be provided with a separate telephone number to ensure that needs are met, if that service is required.

8. How much advance notification is required prior to providing service in person? How quickly can you respond to a crisis situation in which we need an in-person interpreter as soon as possible?

Answer:

Ample advanced notice is always appreciated. However, we pride ourselves in having a success rate of over 98% for last minute and emergency requests.

9. Please provide information regarding your agency's ability to provide and use simultaneous translation equipment, where one language is being interpreted through a headset.

Answer:

Cesco owns its own interpreting equipment, so will have no problem meeting Adams County's equipment needs. Our simultaneous interpreters are trained to work with and troubleshoot this equipment.

10. How does your agency provide services to clients that do not understand you due to cognitive or dialect concerns?

Answer:

Interpreting – The interpreter is ethically bound to report whether his/her linguistic skill or knowledge is insufficient to fully convey the meaning of the relevant languages. If the incorrect



language has been requested (as in the case of a dialect), CLS proactively helps to identify what the proper language is. The procedure is initiated with the assigned interpreter contacting the office to inform the staff of the issue and to hand off the task. From there forward the office staff member proceeds to identify the correct language and to locate the appropriate resource to service the request.

In our experience, most communication issues arise as a result of limited knowledge on the part of both the service provider and the service user regarding each other's cultures, language and level of education. In this scenario, our standard protocol is to mediate to clarify the linguistic error or concern, so that both service user and service provider can better accommodate the level of language necessary. This helps create clarity and better understanding, as well as a more trustful relationship between the service user and the service provider. The primary goal of an interpreted session is for the speaker's message to be delivered as intended and also for it to be understood by the recipient.

If the linguistic barrier is due to cultural differences that impede the communication, the interpreter has the obligation to raise awareness of these differences to both parties and facilitate the process. The interpreter is not a cultural expert and does not provide cultural explanations. However, the interpreter can raise awareness about the issue and guide the service user and service provider to clarify and learn about each other's perspective.

Translation – CLS translators will render the translated document in the target language with the same register and tone used in the source document. If we believe the register needs to be changed and the tone adjusted to accommodate the target audience and to ensure that the intended meaning is not lost, we will flag that to the client in advance. For this reason, it is important that the client identify upfront the profile of the target audience and the intended use of the document so we can make this determination.

11. Please provide detailed information on how many interpreter/translator staff your agency currently employs and what specific languages can they support?

Answer:

CLS has 2 Spanish interpreters and 2 Spanish translators on staff. Regarding other languages, CLS can currently support more than 90 languages and has a network of over 200 independent contractors. For the purposes of this RFP, CLS can offer services in any of the languages listed in our Fee Schedule at the end of this proposal. If you have a need for a language not listed in the table, please let us know.

12. Are you able to sub-contract with interpreter/translator staff state wide? Do you currently have partnerships with any agencies or independent contractors outside of the Denver Metro area?

Answer:

CLS currently sub-contracts with interpreters/translators state-wide, nationally and internationally.

13. How many hours per week is agency available to provide services to the County?

Answer:

CLS can provide as many hours of service as Adams County requires.



14. What is your agency cancellation policy?

Answer:

Interpreting (Spoken Language): For Spanish, full cost of assignment will be invoiced if cancelled 1 business day or less before to the assignment. For all other languages, full cost of assignment will be invoiced if cancelled less than 2 business days prior to the assignment. No-Shows will be invoiced for the total booked time.

Interpreting (ASL): Full cost of assignment will be invoiced if cancelled less than 2 business days prior to the assignment. No-Shows will be invoiced for the total booked time.

Translation: CLS will bill for work completed per language if we receive cancellation up to the point that we are 89% complete. After that, we will charge 100% of cost quoted. If same/next day rush projects are cancelled after the have been officially approved and launched, full cost will be charged. If the project is cancelled before we launch to the translator, there may be no charge.

15. Please discuss how your agency ensures the competency of your staff, employee hiring, training, and evaluation processes.

Answer:

As previously in this response, CLS works only with translators and interpreters who have been professionally trained or who have a proven track record (for languages where professional training/credentials are not available) in their respective field(s) of expertise. Qualifications and references are thoroughly reviewed and verified prior to any formal assignment. Experience of each language professional is determined based on the number of years in the profession, the language combination, and the demonstration of a pursuit of continuing education. Therefore, experience levels will vary from individual to individual. CLS is keenly aware of these differences and only assigns jobs based on specific qualifications and history of job performance.

In addition, CLS provides ad-hoc training for the staff and linguistic partners (i.e. contractors) on a quarterly basis and topics vary. CLS is also actively involved in industry efforts to develop more legal, medical, community and education interpreter trainings and certification opportunities. In addition, Giovanna Carriero Contreras is a licensed trainer for The Community Interpreter® the first and only 40-hour interpreter training course for community interpreters. Giovanna provides this training several times a year and it addresses the following key areas:

Ethics and Conduct: Overview of the community profession; Language proficiency testing and interpreter certification; Language access laws, Interpreter self-assessment; Codes of ethics; Applying codes of ethics in the field.

The Interpreted Sessions: Interpreting modes; Sight translation; Components of the session; Preparation, professional introductions; Managing the flow, terminology; Intervention; Core skills; Post-session: reporting, critical incidents, processing.

Culture and Mediation: Culture and cultural competence; Meaning and mediation; Basic mediation skills; Interpreter duties/roles; Checking for understanding, clarification, cultural mediation; CHIA decision-making guidelines; Client as cultural expert; Stereotyping and bias.



Community Services: Interpreting in Health Care, Education, Human Services; Introduction to legal interpreting; Community vs. legal interpreting; Professional concerns; Terminology in community services; and use of dictionaries and aids.

Standards or Practice: National standards and best practices; Applying standards in the field; Professional boundaries; Advocacy; Interpreter safety; Professional development.

All participants are also tested for language proficiency and receive a certificate assessing the level of fluency of their language. Language professionals from as far as Grand Junction and Colorado Springs have participated in this 40-hour training program.

CLS also randomly monitors (via a "shadowing" process) interpreters during their assignments (as allowed by the client). This shadowing procedure ensures that each team member adheres to the company's best practice standards and service level commitments. In addition, interpreters are provided with a verification sheet for each assignment which must be completed by the provider attending the assignment. This form contains a section for the evaluation of the interpreter's demeanor and performance, so this is another way we monitor.

Finally, for translators, as our processes adhere to best practices detailed in ASTM F2575-06 Standard Guide for Quality Assurance in Translation, there is a built-in step whereby all translations are checked by a second equally qualified linguist to ensure accuracy. This built-in check means that translators' work is checked on an on-going basis (not just in the initial test scenario) and all feedback is shared with resources throughout the process so that lessons learned can be applied to future projects to ensure continuous improvement.

16. Have your agency provided foreign language interpretation/translation, and/or sign language interpretation services to government program in the past? If so, please discuss program specifics.

Answer:

Please see our response to question 2d above.

17. What experience does your agency have with traumatized children and families?

Answer:

Regarding work with traumatized children and families, our most direct experience is related to the trauma that the refugee families, their children and Unaccompanied Refugee Minors (URM) have experienced. Interpreters are often involved in meetings where detailed and traumatic stories are recounted. Sometimes these traumatic stories can also surface during monthly meetings with case workers or counselors. Giovanna has participated in a training for interpreters specifically working with victims of torture, trauma and sexual abuse and is working to become a Trainer of Trainers in this specific field of interpreting.

18. List any memberships in professional associations, organizations, or societies that are job-related.

Answer:

Cesco Linguistic Services is member of the following associations:

- ✓ CAPI – Colorado Association of Professional Interpreters - Giovanna Carriero-Contreras, CEO & Founder, and Steve Lank, VP of Translation Services, are both former Co-Chairs of CAPI



- ✓ CTA – Colorado Translators Association
- ✓ ATA – American Translators Association
- ✓ NCATA – National Capital Area Translators Association
- ✓ GALA – Globalization and Localization Association
- ✓ IMIA – International Medical Interpreters Association
- ✓ ELIA – European Language Industry Association
- ✓ ASTM International - Giovanna Carriero-Contreras, CEO & Founder, and Steve Lank, VP of Translation Services, both actively participate in standards development for interpreting and translation through ASTM
- ✓ ISO – International Organization for Standardisation - Giovanna Carriero-Contreras leads the interpreting standard effort with ISO

19. List applicable licenses or permits presently held and ability to obtain additional licenses or permits that may be required.

Answer:

Not applicable in the State of Colorado at this time for translation and interpreting. Available translation and interpreting certifications are described below.

20a. Certification/Expertise: Describe your interpretation/translation certification.

Answer:

Cesco is not an entity legally authorized to issue certifications. Certifications in the interpreting and translation fields are issued to individuals by specific organizations, such as:

- ✓ State Court Certification for Legal Interpreters – Issued by the Consortium (http://www.courts.state.co.us/Administration/Custom.cfm?Unit=interp&Page_ID=118)
- ✓ Federal Certification for legal interpreter – Issued by the FCICE Program (http://www.ncsconline.org/d_research/fcice_exam/index.htm)
- ✓ Medical Certification by the CCHI – (<http://www.healthcareinterpretercertification.org/>)
- ✓ Medical Certification by the National Board of Certification for Professional Interpreters (<http://www.certifiedmedicalinterpreters.org/>)

Other resources for training:

- ✓ The Community Interpreter® International (TCII) – the first and only national 40-hour certificate program in community interpreting (<http://www.thecommunityinterpreter.com/>). Giovanna is a certified TCI trainer and delivers this training herself through CLS' Interpreters Academy (www.interpretersacademy.com).
- ✓ Bridging the Gap – very reputable medical interpreter training program (<http://www.xculture.org/BTGwelcome.php>)

CLS works with a network certified and/or highly experienced linguists. These linguists are assigned based on job requirements. Individualized attention and specialized training is provided for the languages of limited diffusion where formal certification and/or formal training are not available.



20b Describe your level of expertise for interpretation/translation services in terms of your abilities to interpret/translate in English, Spanish and other languages, as well as types of interpretation/translation situations for which you have expertise.

Answer:

Details of CLS's level of expertise in the interpretation/translation industry have been provided throughout this RFP. CLS currently provides translation and interpretation in over 90 languages. We have been performing these services in the state of Colorado for almost 20 years with a high level of success. Additionally, CLS has been selected as the sole provider of interpretation services for some of Colorado's most high-profile events (e.g. Biennial of the Americas, Democratic National Institute's National Convention, International Republican Institute visit to Colorado). CLS also partners with the Community First Foundation to provide the Spanish translation for all the materials for the Colorado Gives Day event.

CLS provides translation and interpretation services in the following areas: Education, Community/Social Services, Medical, Legal, Business, Technical, Financial, Non-profit and Conferences.

Also, CLS manages translation service requests using a translation-industry translation memory (TM) database tool called Trados. This state-of-the-art tool allows us to estimate and bill translation projects based on a word matching sliding scale. As noted below in the table, with the TM tool, projects are billed based on New/Untranslated Words, Repetitions, and Fuzzy Matches stored in Trados for each project. Not all languages are supported by Trados, so its use and the corresponding rate reductions will be determined on a per-project basis. The advantage of using Trados is to decrease cost, increase consistency and reduce turnaround times.

Sample Trados Rate Breakdown*	
(Based on Translation Memory analysis run on each project, as applicable)	
New words/untranslated:	Full rate
Repetitions/100% Matches:	66% Discount
95 - 99% Match:	30% Discount
85 - 94% Match:	12% Discount
*For Sample Purpose Only. Not an actual rate quote.	

20c. Attach samples of interpretation/translation services you have provided. Limit attachments to 3 (three) pages maximum.

Answer:

Please find 3 translation samples attached in Attachments.

Regarding samples of interpreting encounters, we submit the following:

- a. Arapahoe County Department of Human Services – OPI and onsite Interpreting in over 15 languages since 2011. Interpreting is for families who need to access social and human services in a diverse range of locations such as clinics, homes, Human and Social Services offices, medical offices, etc. Onsite interpreting is the preferred method, and OPI is used for shorter communications, regular check-in with families, preliminary investigations among others.



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ATTACHMENT ONE
Certification/Expertise Certification Form
(Please complete this form and include with your proposal)

- 1. Describe your interpretation/translation certification.
- 2. Describe your level of expertise for interpretation/translation services in terms of your abilities to interpret/translate in English, Spanish and other languages, as well as types of interpretation/translation situations for which you have expertise.
- 3. Attach samples of interpretation/translation services you have provided. Limit attachments to 3 (three) pages maximum.

PROFICIENCY Language Dialect	Certification	Expiration	Verbal	Written
<u>This is an individual linguist requirement</u>				



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CLS Response to Adams County RFP 2017.322 for Translation and Interpretation Services

TRANSLATION SAMPLES

Cesco Linguistic Services: Translation Sample 1 (Burmese)



သင်္ကာလေးများ အောင်မြင်ထွန်းပေါက်အောင် ကူညီပေးပါ
သနုလအိ ELA-DAC တွေ ဆုံးရွေးဖွဲ့သို့ ထောက်ပံ့ပါ

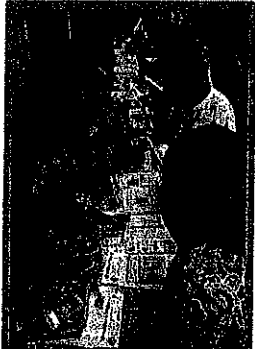


ပေါင်းစဉ် - ELA အစီအစဉ် အကျိုးအမြတ်စိစစ်စဉ်များ
 တနင်္လာနေ့၊ အောက်တိုဘာလ ၆၊ ၂၀၁၄
 မနက် ၉:၀၀ - မနက် ၁၀:၀၀
 PPA Center
 2105 Decatur St., Denver, CO 80211

- ဤအစည်းတွင် ပါဝင်သူများအား အကြောင်းအရာများ -
- ELA အစီအစဉ်အကျိုးအမြတ်စိစစ်မှုပုံစံအရမည်။
 - ELA အစီအစဉ် အကျိုးအမြတ်စိစစ်စဉ်များအား နားလည်မည်။
 - ELA ပိသားစု ညှိနှိုင်းပါဝင်မှုဆိုင်ရာ မှန်ကန်ထောက်ပံ့မှုအစီအစဉ်အား ရွေးချယ်ပြောဆိုမည်။

ELA ပိသားစုများအား အကြောင်းအရာနှင့် မိမိတို့ ကလေးများ၏ ပညာရေးနှင့် အောင်မြင်ထွန်းပေါက်မှုတို့အား မည်သို့အားဖြင့် ထိခိုက်စေနိုင်မည်ကို ထောက်ပံ့ပေးနိုင်မည်ဆိုသည်ကို ELA စနစ်အသစ် ထောက်ပံ့အခြေအနေအထား (ELA-DAC) တွင် သင်ယူမှု ဖြန့်ဝေပေးမည်။ ELA အစီအစဉ် အကျိုးအမြတ်စိစစ်စဉ်များနှင့် ကျောင်းသားများအတွက် အခြားရွေးချယ်နိုင်ပါသည်။ DPS ၏ ELA ပိသားစု မညာရေးအစီအစဉ်နှင့် ELA ပိသားစုများအတွက် ဦးဆောင် ဖောင်ရွက်နိုင်မှု အစွင့်အရှေးများ အစရှိသည်တို့နှင့် ပတ်သက်၍ သတင်းအချက်အလက်များ၊ နှင့် အစဉ် သင်တန်းများ ရရှိရန်အတွက် ကျွန်ုပ်တို့ဖြင့် ထောက်ပံ့ပေးနိုင်ရောက်ကြပါ။

ကျွန်ုပ်တို့အဖွဲ့များအား နည်းစနစ် - မနက် ၉:၀၀ - မနက် ၁၀:၀၀ နှင့် ပိသားစု နှင့် မိသားစုများအား တွေ့ဆုံနိုင်ရန်အတွက် နားလည်ထောက်ပံ့မှု လိုအပ်ပါသည်။ အချက်အလက်များကို အားလုံးပါ အသုံးပြုပါ။ နှင့် မိသားစုများအား တွေ့ဆုံနိုင်ရန်အတွက် အားလုံးပါ အသုံးပြုပါ။



အောက်တိုဘာလ ၉ ရက်၊ ၂၀၁၄ တွင် အစည်း စာရင်းသွင်းနိုင်ပါသည်။

သို့ ကျောင်းသားစု အဖွဲ့ စည်းသို့ ထောက်ပံ့ပေးပါ သို့မဟုတ် (မောင်မောင် #) သို့ ပေါ်မိုင်း
 ELA-DAC အဖွဲ့ ဆုံးရွေးဖွဲ့နိုင်ပုံစံအရ ထောက်ပံ့ပေးမှု သတ်မှတ်ချက်များအား လက်ခံရရှိရန်အတွက် ကျေးဇူးပြု၍ ဖုန်းနံပါတ် 720-345-1740 ဖြင့် ဆက်သွယ်ပါ။

Ch. K. ...





نريد تعليقاتك!

التاريخ: الحدث: اللجنة الاستشارية لاكتساب اللغة الإنجليزية على مستوى المنطقة التعليمية (ELADAC)

شكراً على مشاركتك اليوم. نأمل أن تكون قد استمتعت بتجربتك وتقدر أفكارك وتعليقاتك لمواصلة تحسين مجتمعنا المدرسي بشكل أفضل.

1. كيف تصف تجربتك اليوم؟

- شعرت بالترحيب عند الوصول.
 نعم إلى حد ما لا
- لقد وجدت التجربة جيدة من حيث الإعداد والمشاركة.
 نعم إلى حد ما لا
- من المرجح أن أخطر تجربة أخرى من هذا النوع.
 نعم إلى حد ما لا

2. كيف كانت المعلومات المقدمة في هذه التجربة مفيدة لك؟

- (يرجى تحديد اختيار واحد.)
- لقد وجدت هذه المعلومات مفيدة وأخطط لاستخدامها.
 - لقد وجدت هذه المعلومات مفيدة، لكنني لن أستخدمها على الأرجح.
 - لقد وجدت هذه المعلومات مفيدة، لكنني لست متأكدًا من كيفية استخدامها.

3. كيف من المرجح أن تشارك هذه المعلومات مع الآخرين في المجتمع المدرسي؟

- (يرجى تحديد اختيار واحد.)
- من المرجح أن أشارك هذه المعلومات مع أوليائهم والأمور والأوصياء الآخرين فقط.
 - من المرجح أن أشارك هذه المعلومات فقط مع موظفي المدرسة (المدرسين، المعلمين، إلخ).
 - من المرجح أن أشارك هذه المعلومات مع أكبر عدد ممكن من أعضاء المجتمع المدرسي بقدر الإمكان.
 - أود مشاركة هذه المعلومات مع المجتمع المدرسي، لكنني غير متأكد من كيفية فعل ذلك.
 - من غير المرجح أن أشارك هذه المعلومات مع المجتمع المدرسي.

4. يرجى مشاركة أي تعليقات أو أفكار إضافية.

ORIGINAL

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2017.322**

**TRANSLATION AND INTERPRETATION
SERVICES**

ADDENDUM TWO (2)

Addendum One (1) Issuance Date: Monday, April 10, 2017

RFP Opening Date: Thursday, April 13, 2017

RFP Opening Time: 4:00 p.m.

RFP Opening Place: Adams County Administration
Building, 4430 South Adams County
Parkway, 4th Floor, Purchasing
Department Brighton, Colorado,
80601



ADAMS COUNTY
2017.322
TRANSLATION AND INTERPRETATION SERVICES

Addendum Two (2) is being issued to provided responses to questions received for RFP 2017.322 and extend the opening date,

from April 12, 2017 at 4:00 p.m.

to April 13, 2017 at 4:00 p.m.

- Q1. Can we exclude telephone interpreting services from our offer as we do not provide this type of interpreting?
R1: The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.
- Q2. Can we bid to primarily provide sign language interpreting services with the occasional Spanish interpreting onsite assignments?
R2: The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis. Offeror can submit a proposal for both interpretation and translation or just one.
- Q3. Can you give an estimate of what percentage of appointments will take place at Adams County locations, what percentage at offsite locations, and the anticipated breakdown of in person vs. telephonic interpretation? If giving an estimate is not possible can you provide these statistics for the most recent years available?
R3: This information is not available at this time.
- Q4. Regarding page 9, point 12: Scope of Services, there is a mention of Individualized Education Plans and meetings with children. Does this mean there will be services provided to school districts?
R4: All services will be provided to Adams County Government.
- Q5. Regarding page 9, point 12: Scope of Services, the bullet point related to on-site services reads, "Provide interpretation service during business hours and evenings as needed, with the majority of interpretation needed during evening hours" Is this correct, the majority of on-site services will be needed during evening hours? Adams County website states buildings close by 5:00 pm
R5: The County is seeking interpretation and translation services on an "as needed" basis, with services being provided during business hours, evenings and weekends.
- Q6. Regarding page 9, point 12: Scope of Services, what is meant by, "Provide a 48 hours notice for unscheduled services" ?
R6: The County is seeking the offeror to provide a forty-eight (48) hour cancellation notice for all scheduled services.



- Q7. Regarding page 9, point 12: Scope of Services, what is meant by, "Provide at least one (1) week notice for services scheduled in advance"?
- R7: The County schedule some services in advance giving a one week notice when we know the service will be required. Sometimes emergency meetings may occur with less notice.
- Q8. On the Vendor Information Form, what should be entered under "Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed"?
- R8: This section can be left blank since this is a solicitation.
- Q9. What is the frequency of the request for interpreting during evenings, weekends, and holidays?
- R9: The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs.
- Q10. Who are the previous or incumbent vendors and what are their prices for each of the service categories per language?
- R10: The current vendors are One World Associates, Inc., and Language Line. To review these vendors rates, please request an open records request on the County website at www.adcogov.org.
- Q11. What are the challenges they faced in the service delivery?
- R11: The County challenge is the response time. We frequently need interpretation services within a two hour window based upon the services being provided in the community and the type of services being requested.
- Q12. Were they able to provide the services in all of the languages listed?
- R12: Yes, but occasionally struggled with less common languages.
- Q13. What is the value in Dollars that was spent for each category for translation, onsite interpreting, and telephonic interpreting for each of the past years?
- R13: This information is not available at this time.
- Q14. What are the frequently requested languages in the order of importance?
- R14: Frequently requested but not limited to – All are equally important, Spanish, sign language, Chinese, Nepalese dialects, Asian Languages, Indian, Arabic Languages, French, Russian, Farsi, Vietnamese, Hmong, Korean and Somali
- Q15. Can a vendor decline to provide a service for any of the language pair if he/she can't find an Interpreter in any of the language pairs requested because of the lack of a professional interpreter in some rare languages?
- R15: The question is unclear on whether you are talking about before or after an award. If after the award, the offeror must be able to provide all services they were awarded for. If before the award; The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs.

- Q16. How many vendors are you going to select?
R16: The County reserves the right to award multiple awards from the solicitation.
- Q17. It was indicated that vendors can check for the addenda in Rocky Mountain Bid system web site. Can we get an email alert when an addendum or questions are answers are posted there or can we get the addendum directly through our email addresses?
R17: All Documents and Addendums related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
- Q18. As some of the forms required typing on them, please, can we get the RFP in a Word format?
R18: The County does not provide fill-able form at this time.
- Q19. Should we wait to send you the proposal until all the addenda will be posted and if so what is the date that the last addendum will be posted? This is to make sure that we will have enough time for the preparation and sending it to you.
R19: This is up to the offeror. It is always best to reference any addendums issued to ensure your proposal is updated with all required information being requested.
- Q20. Our plan is to provide interpreting services only 6 days /24 hours from Sundays to Fridays in any language. Is there a possibility that we will be awarded the contract, and would you recommend that we will submit you the proposal in this condition? The idea is that another vendor might cover that one day per week.
R20: The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs. The County reserve the right to award multiple awards from this solicitation.
- Q21. For translation services, we can provide our services all the time.
R21: Thanks, we will look forward to reading your proposal.
- Q22. Can we get a deadline extension for the proposal submission?
R22: See Addendum One and Addendum Two for RFP submittal extensions.
- Q23. What is the estimated value of this contract?
R23: The value of the agreement will be based upon the proposal received for this solicitation.
- Q24. Is there an incumbent vendor for these services? If yes, who is the vendor(s) and what rates do they provide for the services?
R24: Reference Question 10 above response.
- Q25. What is the historical volume of each service required in this RFP?
R25: Reference Question 3 above response. We are unable to provide this data at this time.
- Q26. What is the historical spend of each service required in this RFP?
R26: Reference Questions 3 and 10 above response. We are unable to provide this data at this time.



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- Q27. Is there a primary reason for this RFP? For example: existing quality concerns, reduction to current price, or general contract terms requiring renewal?
- R27: **No. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.**
- Q28. The RFP asks for information on linguist certifications. Would the vendors own internal testing/qualification process be comparable to interpreters possessing certifications and accreditations?
- R28: **If the offeror has accreditation to approve their own certification process. If so, please include information with your submitted proposal.**
- Q29. The RFP states that offerors can bid on interpretation only – within interpretation, can an offeror bid on telephonic only?
- R29: **Reference Question 2 above response.**
- Q30. If an offeror is only bidding on select services, how will the evaluation criteria be adjusted to account for that?
- R30: **The evaluation criteria are listed in descending order of importance. Based on the responses of the offerors, the panel may award zero points for no response to the criteria or up to the maximum specified if the offeror demonstrates in their proposal exceptional responses or abilities.**
- Q31. If multiple vendors are selected, how will the work will divided and what does your current disbursement strategy look like?
- R31: **This will be based upon the proposals submitted. Currently this information is not availability.**
- Q32. How will cost be evaluated for rating offerors? Per service or overall cost?
- R32: **Both.**
- Q33. Will the unit cost be used or the unit cost times the quantities provided to come up with a total cost?
- R33: **See above question response.**
- Q34. What are the estimated annual minutes required for telephonic services?
- R34: **This data is unavailable at this time.**
- Q35. What is the average length of a call for telephonic interpretation?
- R35: **This data is unavailable at this time.**
- Q36. What are the volume estimates per language for telephonic interpretation?
- R36: **This data is unavailable at this time.**
- Q37. What are the estimated number of words needing translation?
- R37: **This data is unavailable at this time.**



- Q38. What are the volume estimates per language for translation?
R38: This data is unavailable at this time.
- Q39. Is it acceptable to fulfill the requirement of American Sign Language through a Video Remote interpreting application rather than onsite?
R39: Yes. We would prefer onsite. Unsure if we have the capability of video remote at this time.
- Q40. The RFP asks offerors to describe their ability to provide Simultaneous interpretation with equipment – what is the estimated number of requests that would require simultaneous interpretation and the types of scenarios?
R40: This is a new service. This data is unavailable at this time.
- Q41. In the fee schedule – can an offeror submit their own pricing formats?
R41: Yes, the offeror can submit their own fee schedule format.
- Q42. Section 9.2 on page 6 states that a vendor, “will not knowingly contract with an illegal alien” to perform the work. Does the county require all interpreters and translators to be U.S. based?
R42: The County is asking all offerors to comply with this federal clause, if they are awarded an agreement from this solicitation.
- Q43. For document translation, what would be the anticipated volume of words needing translation per year? Will we be able to subcontract part of the scope of services to another vendor?
R43: This data is unavailable at this time. Any subcontracting must be approved by the County.
- Q44. Regarding Insurance, Each Occurrence – this is fine; however, General Aggregate –Would \$1M per occurrence and \$1M aggregate be agreeable?
R44: All insurance requirements will be discussed with the awarded agencies, when and if applicable.
- Q45. Regarding Scope of Services – could you please clarify the following bullets?
 Offeror shall provide the following services for on-site services:
- Provide a 48 hour notice for unscheduled services
- Q45: Reference Question 6 above response.**
- What type of notice is the county seeking?
- Q45b: Offeror will be coordination all services with the requesting Project Manager**
- What does the county define as unscheduled services?
- Q45c: Reference Question 6 above response.**
- Provide at least one week notice for services scheduled in advance
- Q45d: Reference Question 7 above response.**
- What type of notice is the county seeking?
- Q45e: Reference response 45b above.**
- What does the county define as services scheduled in advance?

- Q45f:** Reference Question 7 above response.
- Participate in meetings for children with Individualized Education Plans as needed
How does the county define participation in these meetings by the interpreter? Industry standard is that the contracted practitioner would interpret IEP meetings, but would not participate.
- Q45g:** The awarded offeror will be coordinating all services with the County Project Manager based on the type of interpretation being required.
- Q46:** What are the major challenges the district has experienced with current providers (rates, quality, etc.)?
- R46:** Reference Question 27 above response.
- Q47:** Can you please provide the estimated number (or historical number) of hours that will be needed for Sign Language Interpreting?
- R47:** This data is unavailable at this time.
- Q48:** Can you provide the estimated number (or historical number) of requests that would be considered "emergency" requests that would come in after business hours (5 pm – 8 am Monday – Friday and weekends) requiring immediate dispatch of an interpreter?
- R48:** This data is unavailable at this time.
- Q49:** Who is the incumbent provider(s) for Sign Language Interpreting Services and what are the current rates for each requested service?
- R49:** Reference Question 10 above response.
- Q50:** What are your background check requirements for interpreters? How long does the process take?
- R50:** Unsure of your question. The offeror is responsible for all background checks of their employees.
- Q51:** Please share the specific background check needed and any costs associated.
- R51:** Unsure of your question. The offeror is responsible for all background checks of their employees and any cost associated.
- Q52:** What are your current rates for interpretation, over-the-phone interpretation, and translation services?
- R52:** Unsure of your question. The County is seeking services and fees from qualified organizations to provide interpretation and translations services.
- Q53:** What was the volume (hours/year) of on-site interpretation needed in 2016? Language mix?
- R53:** This data is unavailable at this time.
- Q54:** What was the volume (minutes per month) of over-the-phone interpretation needed in 2016? Language mix?
- R54:** We do not have this data at this time.



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- Q55. What was the volume (words/year) of translation needed in 2016? Language mix?
R55: We do not have this data at this time.
- Q56. Can you confirm that you would like for participants to provide samples of previous interpretation work? If so, how shall those samples be supplied?
R56: Attach samples of interpretation/translation services you have provided. Limit attachments to 3 (three) pages maximum.
- Q57. What are the common file types that are sent for translation?
R57: Correspondence being sent to families
- Q58. Can you give an example of type of license or permit you're looking for in question #19?
R58: The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis. The offeror needs to provide copies of their certifications or accreditation certificates
- Q59. How has over-the-phone interpreting been handled over the last five years?
R59: The County has used the services of Language Line Interpretation Services
- Q60. Who are your current vendors for interpretation, over-the-phone interpretation, and translation?
R60: Reference Question 10 above response.
- Q61. Can you confirm that our submission should contain the following materials, in this order?
• Cover page
• Executive summary
• Questions and answers to the 21 "Proposal Evaluation" questions
• Attachment of samples
• Certification/Expertise Certification Form (Attachment One)
• Fee Schedule (Exhibit A)
• Offeror's Certification of Compliance
• Offeror's Statement/signature page
• W9
• References
• Vendor Information form
R61: Please refer to the Submittal Checklist in the solicitation
- Q62. Proposals -Format asks for a copy of the proposal to be on a CD. Are we able to send this on a flash drive in lieu of the CD?
R62: Yes.
- Q63. Scope of Services. "Offeror will be responsible for submitting all billing and supporting documentation, such as sign in/out sheets to include dates, time, and length of each call or service, language of interpretation..." We include all of this information on our invoices. Will that be sufficient?
R63: Yes, also you will need the name of client(s) served.

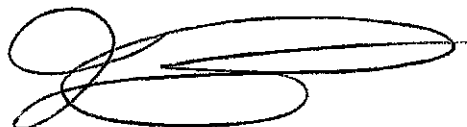


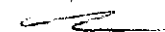
- Q64. "Provide a 48 hours' notice for unscheduled services." Can you please clarify what you mean by *unscheduled services*?
- R64: Reference Question 6 above response.
- Q65. "Provide at least one (1) week notice for services scheduled in advance." Can you please clarify this, as well?
- R65: Reference Question 7 above response.
- Q66. Rate of payment. Again, all of the information regarding the assignment is included on the invoice. Will that suffice? Because of confidentiality, our interpreters do not carry anything in writing.
- R66: The awarded Offeror will be coordination all invoices with the Project Manager.
- Q67. Does Adams County (AC) have an incumbent vendor? If so, who is it?
- R67: Reference Question 10 above response.
- Q68. If AC is currently purchasing interpreting services, can you provide the current pricing schedule in use?
- R68: Reference Question 10 above response.
- Q69. For assignments lasting more than one hour, it is industry standard practice to assign two interpreters. Is this acceptable to AC?
- R69: We often do not know how long we will need interpreters so this would be hard to predict. In the past year we always have one interpreter for two (2) hours, we have never had two (2) people.
- Q70. In attachment one, paragraph three, AC requests translation samples. If all offerors provide different samples there is no way to effectively compare one sample to another. Can AC provide a short sample to be translated in order to establish a baseline for comparison?
- R70: Unsure of your question. Please provide an example of the forms your organization uses as a part of your proposal.
- Q72. What languages has AC used in the past (besides ASL and Spanish) and in what proportion?
- R72: Reference Question 14 above response.
- Q73. Do you expect to make multiple awards?
- R73: Reference Question 16 above response.
- Q74. The RFP doesn't address remote video interpretation. Is this something you would consider as part of the overall language access plan?
- R74: The Offeror can proposal all services they provide. The County sites do not have the capacity for this type of service.

- Q75. SCOPE of SERVICES; "On-going training for personnel providing interpretation and translation services on cultural competency, ethical and professional standards, principles of interpretation and translation, and terminology specific to County settings." To provide ongoing training means that the interpreters must be employees of the offeror, since one can't require this of independent contractor translators and interpreters. Are you requiring the offeror to employ their interpreters/translators?
- R75: No.
- Q76. SCOPE of SERVICES; "Offeror will be responsible for providing interpretation and translation service twenty-four hours (24/7) seven days a week to assist the County with interpretation and translation services as required." Does this include onsite interpreters?
- R76: Yes.
- Q77. SCOPE of SERVICES; "Offeror shall provide the following services for over the phone interpretation: All calls must be with live agents." Please clarify what is meant, the call answered by live agents or that the interpreter must be a live agent?
- R77: Both. The interpreter must be a live agent.
- Q78. Who are your current vendors for each service?
- R78: Reference Question 10 above response.
- Q79. What is your annual spend for each service?
- R79: This data is unavailable at this time.
- Q80. What are the first five most frequently languages requested for translation?
- R80: Reference Question 14 above response.
- Q81. Who will be the contact department or person for requests and linguistic clarifications? What is the most common flavor used for Spanish. Do you have any written preference for Chinese, Simplified/Traditional?
- R81: Awarded offeror will coordinate all services with the County Project Manager. Reference Question 14 above response.
- Q82. What preference do you have for spoken Chinese, Cantonese or Mandarin?
- R82: Whatever the language is of the parent
- Q83. What about other languages like French and Arabic what is the flavor preference?
- R83: We do not have this data. Whatever the language is of the parent
- Q84. How many words or documents are requested through the year? (Metrics are dictated by word count, but not everyone is aware of it).
- R84: This data is unavailable at this time.
- Q85. What type of documents are requested. For example: class to parents communication, curriculum, IEP's, marketing pieces, press releases, enrollment guides, community meetings presentations, lunch menus?
- R85: Yes, all correspondence to families and for court reports.

- Q86. In regards to marketing pieces, we can work together with designers and assure that the translated materials are correctly laid out after the translation is done to assure quality.
- R86: **The Offeror is responsible for their own marketing material and cost.**
- Q87. Will requests be coming separately from schools and departments? Or is there a liaison between the Agency and the District?
- R87: **All services under this solicitation will be provided to Adams County Government and coordinated with the County Project Manager.**
- Q88. Is there any translation Style guide and terminology already in place? We can offer to create glossaries and translation Style Guides for the district to maintain language consistency on translation and, writing guidelines parallel to English.
- R88: **The County does not have Style guide at this time.**
- Q89. What are your expectations for this rush requests like school incidents, weather announcements, school closings?
- R89: **All services under this solicitation will be provided to Adams County Government and coordinated with the County Project Manager, per the specifications all services within 24 hours.**

RECEIPT ACKNOWLEDGED

 4/13/2017

ORIGINAL




**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2017.322**

**TRANSLATION AND INTERPRETATION
SERVICES**

ADDENDUM ONE (1)

Addendum One (1) Issuance Date: Tuesday, April 4, 2017

RFP Opening Date: Wednesday, April 12, 2017

RFP Opening Time: 4:00 p.m.

RFP Opening Place: Adams County Administration
Building, 4430 South Adams County
Parkway, 4th Floor, Purchasing
Department Brighton, Colorado,
80601



**ADAMS COUNTY
2017.322
TRANSLATION AND INTERPRETATION SERVICES**

Addendum One (1) is being issued to extend the opening date for RFP 2017.322

from April 6, 2017 at 4:00 p.m.

to April 12, 2017 at 4:00 p.m.

Responses to all questions received will be issued under a separate addendum.

Please acknowledge this addendum on your submitted proposal

RECEIPT ACKNOWLEDGED

A large, stylized handwritten signature in black ink, consisting of several overlapping loops.

4/13/2017



ORIGINAL
CLS Response to Adams County RFP 2017.322 for Translation and Interpretation Services

OFFEROR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

Cesco Linguistic Services, Inc.
Company Name

April 13, 2017
Date


Joél Contreras
Name (Print or Type)


Signature

Co-Founder and CTO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ORIGINAL




REQUEST FOR PROPOSAL

**2017.322
INTERPRETATION AND TRANSLATION SERVICES**

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 through Addenda # 2
(If None, Please write NONE)

Cesco Linguistic Services, Inc.
Company Name

360 Acoma Street
Address


Denver, CO 80223
City, State, Zip Code

Denver
County

(303) 274-2634
Telephone

jcontreras@cescols.com
E-mail Address

April 13, 2017
Date


Name and Signature of Authorized Person

Joél Contreras
Printed Name

Co-Founder and CTO
Title

(720) 293-9086
Fax



ORIGINAL

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2017.322 Scope of Work

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2017.322

TRANSLATION AND INTERPRETATION SERVICES

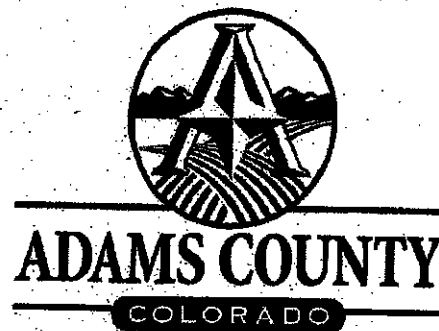
**All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance Date:
Wednesday, March 22, 2017

Written questions regarding this RFP will be accepted through
Tuesday, March 28, 2017
by 2:00 p.m.

RFP Opening Date:
Thursday, April 6, 2017
Time: 4:00 p.m.

Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED OFFEROR.

GENERAL INSTRUCTIONS

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.

2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Offeror must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP-HE-2017-322 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adcogov.org until the close of business on or before, Tuesday, March 28, 2017, by 2:00 p.m.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Thursday, April 6, 2017.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and must be in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original copy, five (5) unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10) pages**, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.
 - 4.6. The two (2) required signature pages at the end of this document "**OFFEROR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**OFFEROR'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.

- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
 - 4.8. The County reserves the right to shortlist from the submitting offerors, conduct interviews and/or negotiations.
 - 4.9. In submitting the proposal, the offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
 - 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
 - 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
 - 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
 - 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
 - 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
 - 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
 - 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposal from offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
 - 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.
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- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
- 4.19. If a formal Agreement is required, the offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. **INSURANCE:** The offeror agrees to maintain insurance of the following types and amounts:
- 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 7.1.1. Each Occurrence | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|---|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection Per Colorado Statutes | |
- 7.3. **Workers' Compensation Insurance:** Per Colorado Statutes
- 7.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | |
|------------------------|-------------|
| 7.4.1. Each Occurrence | \$1,000,000 |
|------------------------|-------------|
- 7.4.2. This insurance requirement applies only to Offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.5. The offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the offeror.
- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.

- 7.6. All insurers of the offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.
 - 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)-days prior written notice by certified mail, return receipt requested, to the County.
 - 7.8. At any time during the term of the Agreement, the County may require the offeror to provide proof of the insurance coverage's or policies required under the Agreement.
 - 7.9. The offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
 - 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
 - 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
 - 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to
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comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

9. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:

- 9.1. The offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 9.2. The offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.3. The offeror shall not enter into a contract with a subcontractor that fails to certify to the offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.4. At the time of signing the purchase of service agreement, the offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the offeror shall: notify the subcontractor and the County within three (3) days that the offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the offeror shall be liable for actual and consequential damages to the County.

10. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars

through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

End General Information

11. STATEMENT AND SCOPE OF SERVICES

The County experience individuals with language barriers and who are unable to read, write, or speak English, and are deaf/hearing impaired. To better assist this population face-to-face interpretation and translation services are required to support the diverse culture of Adams County's community who speak various languages at specified locations, and often at short notices.

The County's goal is to work cooperatively with families and to provide services intended to keep families together. Working in collaboration with community agencies, as well as law enforcement and Court, allegations of child maltreatment are addressed through services designed specifically to identify and protect victims from further abuse. Provide efficient and effective in person (face to face) interpretation and translation services to families or individuals experiencing language related barriers. To assist the County's with interpretation and translation services the offerors services must be on call and available 24/7.

Families and individuals involved with our services will receive direct service from a caseworker, combined with services from the community and/or other service providers. Examples of some services provided include:

- Substance abuse treatment
- Mental health treatment
- Home-based services
- Life skills services
- Sexual abuse treatment
- Domestic violence treatment

12. SCOPE OF SERVICES:

To better assist this population, face to face interpretation and translation services are required to serve clients at specified locations. Often times, language barriers are not known prior to making contact with a family or individual. In these situations, having a timely response from the offeror is critical to completing the assessment to determine if children are safe to remain in the home or another intervention is required. Therefore, response time is a critical component of this service.

The offeror will be responsible for providing interpretations and translation services, but not limited to other services on an "as needed" basis.

- The offeror will be responsible for providing qualified and experienced professional interpreters and translators.
- Services performed will demonstrate proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary.

- Offerors interpreters and translators will participate effectively in most formal and informal conversations on practical, social, and professional topics to the maximum proficiency level with specific subject-matter or technical level competency.
- Services may include on-site-in-person interpretation, translation for legal-court appearances, and translation of documents.
- Offeror will be responsible for providing interpretation and translation service twenty-four hours (24/7) seven days a week to assist the County with interpretation and translation services as required.
- Offeror interpreters and translators must possess at a minimum one year of specialized experience in interpreting, translating, or other work requiring the use of English, and the foreign language of which the interpretation/translation is being provided.
- Offerors interpreters and translators must possess native or near native level fluency in foreign languages, as well as fluency in English, and must be fluent in at least two (2) languages.
- Offeror interpreters and translators must demonstrate skills in their own culture and language of clients and provide clear, concise, and accurate translations.
- Offeror interpreters and translators must possess good communication, written, and customer service skills and demonstrate a commitment to meeting deadlines.
- Offeror interpreters and translators must be able to participate effectively in most formal and informal conversations on practical, social, and professional topics to the maximum proficiency level with specific subject-matter or technical level competency.
- Offeror interpretation and translation services may include: on-site, face-to face, telephone, translation for legal-court appearances, and translation of documents.
- Offeror must provide pre-qualified, tested and industry-assigned language professionals to all interpretation occurrences
- Offeror will be responsible for coordinating all interpretation and/or translation services through the County assigned staff member leading the meeting.
- Offeror will be responsible for submitting all billing and supporting documentation, such as sign in/out sheets to include dates, time, and length of each call or service, language of interpretation, cost per call or service, total of monthly usage, and total number of calls or service monthly.
- Offeror shall have a flexible schedule to accommodate program needs to include attending meetings, working during days, evenings and weekends.
- Offeror will be required to perform/provide the following:
 - Experienced interpretation and/or translation services (including sign language).
 - Provide interpretation and/or translation services on an as needed basis.
 - Travel to locations throughout Denver Metro Area, including visits at a client's home.
 - Ensure the confidentiality of the interpretation and translation services provided.
 - Work with County clientele and employees in a professional manner.

- Transfer translation documents through use of fax machines and e-mail.
- On-going training for personnel providing interpretation and translation services on cultural competency, ethical and professional standards, principles of interpretation and translation, and terminology specific to County settings.
- Offeror shall provide the following services for on-site services:
 - Provide interpretation services in Spanish.
 - Provide interpretation services in other languages as needed.
 - Provide interpretation service during business hours and evenings as needed, with the majority of interpretation needed during the evening hours.
 - Ensure that interpretations services are available for scheduled services.
 - Provide sufficient notice if interpretations services will not be provided.
 - Provide a 48 hours notice for unscheduled services.
 - Provide at least one (1) week notice for services scheduled in advance.
 - Participate in meetings for children with Individualized Education Plans as needed.
 - Provide interpretation for presentations/workshops for parents/guardians and children, when required.
- Offeror shall provide the following services for over the phone interpretation:
 - Provide interpretation services in Spanish.
 - Provide interpretation services in other languages as needed.
 - Provide interpretation service during business hours and evenings as needed.
 - Provide accurate and courteous interpretations of all calls connected from the County.
 - Provide a toll-free phone number for the connection process.
 - Connections time to reach an interpreter should be minimal.
 - All calls must be with live agents.
- Definitions
 - Deaf/Hearing Impaired – An individual lacking or deficient in the sense of hearing.
 - Language Barrier – A person experiencing difficulties communicating in English while obtaining available social services. This may be due to their inability to speak English or to effectively communicate in English.
 - Interpret – To explain or present in understandable terms.
 - Interpretation – The conversion of live speech from one language into another.
 - Interpreter – An individual paid to listen to a person speaking in one language and converse the spoken words to another individual(s), in that individual(s)'s language (For the purpose of this solicitation, face to face interpretation will be required).
 - Sign Language – A formal language utilizing the technique of hand gestures for communication.
 - Translate – To convert text into one's own or another language.
 - Translation – The conversion of written text from one language into another.
 - Translator – An individual paid to convert written text from one language to another

13. **Fee's**
The offeror must submit fees under a separate cover for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The offeror's fees for the options years will be used for evaluation and award consideration.
 14. **Reports**
Offeror will be responsible for coordinating with the County's Project Manager all service reports, and summary information during the agreement term.
 15. **Compliance with Applicable Law**
Federal and State Law: The Offer shall at all times during the execution of the agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement.
The offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.
 16. **Rate of payment**
Fee for service agreement will be awarded. Payment will be made only after the written reports are received.
 17. **Invoice Billing**
Offeror must submit detailed invoices to the Project Manager for the previous month of service. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.
 18. **Term**
The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.
 19. **Notification**
Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.
 20. **Use, Security, and Retention**
Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by offeror or its agents, except as permitted in the Agreement or approved in writing by County.
 21. **Disclosurw-Liability**
Disclosure of County records or other confidential information by offeror for any reason may be cause for legal action by third parties against offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all
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- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.
 - 1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
 - 1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
 - 1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
 - 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do

not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. **DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and

4.2. In the preceding fiscal year, offeror received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Offeror shall report data elements to SAM and to the Prime Recipient as required in §7 below if offeror is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to offeror for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the agreement fees. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of offeror's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If offeror is a Subrecipient, offeror shall report as set forth below.

7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.