

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 17 day of OCTOBER 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 **LANGUAGE LINE SERVICES, INC., d.b.a. LANGUAGELINE SOLUTIONS**, located at 1 Lower Ragsdale Drive, Building 2, Monterey, California 93940, 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 fifty thousand dollars and no cents (**\$50,000.00**).

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: Language Line Services Inc., dba Language Line Solutions
 Contact: Tom Costello, Strategic Account Executive
 Address: 1 Lower Ragsdale Drive, Building 2
 City, State, Zip: Monterey, California 93940
 Office Number: 1-831-648-5537
 E-mail: Tcostellos@language.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:

Language Line Services, Inc.
Company Name

10/4/17
Date


Signature

BONAVENTURA A. CAVALIERE
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES
Name (Print or Type)

BONAVENTURA A. CAVALIERE
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES
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.

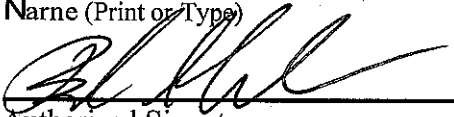
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: 
Raymond H. Gonzales, County Manager

19 OCT 2017
Date:


CONTRACTOR
LANGUAGE LINE SERVICES INC.
DbA LANGUAGELINE SOLUTIONS

By: BONAVENTURA A. CAVALIERE
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES

Name (Print or Type)

Authorized Signature

10/11/17
Date: BONAVENTURA A. CAVALIERE
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES
Title

Attest:
Stan Martin, Clerk and Recorder


Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

ByG.
Attorney's Signature

NOTARIZATION:
COUNTY OF _____)
STATE OF _____)SS.
_____)

Signed and sworn to before me this ____ day of _____, 2017,

by _____

Notary **Public** -----

My commssion expires on: -----

See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

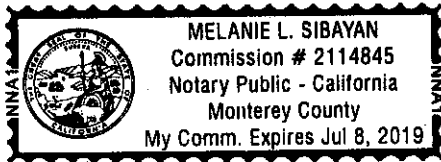
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey

Subscribed and sworn to (~~or affirmed~~) before me
on this 4th day of October, 2017
by _____
Date Month Year

(1) Bonaventura A Cavaliere
(and (2) n/a),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Melanie Sibayan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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

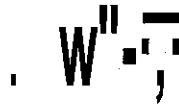
Attachments:

1. Fee Schedule (Base Year)
2. Proposal dated, April 11, 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

Fee Schedule

LanguageLine Solutions is offering the following pricing for Adams County valid for initial year of the award and two option years.

Pricing	
SOLLmON	PRICE
Over-the-Phone Interpretation	\$0.82 per minute All languages, available 24/7/365



Translation Attachment A3

A3 - Document Translation Charges and Options

Page 1 of 2

LanguageOne[®] Document Translation Service is ideal for any printed or digital document, such as email, letters, financial statements, insurance claims, hospital release forms, accident reports, health notices, voter information, manuals, brochures, etc.

CHARGES:

TIERS	LANGUAGES	SIZE OF DOCUMENT			
		< 1,000 Words	1,001 - 2,500 Words	2,501 - 7,500 Words	> 7,501 Words
1	Spanish	\$10.50 per 25-word block	\$9.50 per 25-word block	\$6.50 per 25-word block	\$5.25 per 25-word block
2	Chinese (Traditional and Simplified), French, Japanese, Korean, Russian, Vietnamese	\$14.50 per 25-word block	\$14.00 per 25-word block	\$8.75 per 25-word block	\$8.25 per 25-word block
3	Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese	\$15.00 per 25-word block	\$14.00 per 25-word block	\$10.50 per 25-word block	\$9.50 per 25-word block
4	Farsi, Tagalog, Thai, Urdu, and all other languages offered by LLanguage One Services	\$16.50 per 25-word block	\$16.00 per 25-word block	\$11.00 per 25-word block	\$9.50 per 25-word block
Standard Turnaround Time (Business Days)		1-3Days	4-6Days	6-8Days	8+ Days

Expedited Turnaround Surcharges are 50% of Standard Prices for < 7,500 word jobs

Expedited Turnaround Surcharges are 25% of Standard Prices for > 7,501 word jobs

ADDITIONAL PRICING COMPONENTS:

	Standard Turnaround	Expedited Turnaround
Minimum charge per document translation order for Tiers 1 and 2	\$99.00	\$149.00
Minimum charge per document translation order for Tier 3	\$109.00	\$159.00
Minimum charge per document translation order for Tier 4	\$125.00	\$179.00
Additional charge for basic layout/formatting per page	\$60.00	\$90.00
Additional charge for proofreading per hour (as required)	\$65.00	\$95.00

A project management fee of 10% will be applied to all minimum jobs.

No delivery charge for fax, email, or U.S. Mail. Additional charge only for courier services.

Translation charges will appear in the "Miscellaneous Charges" section of your regular language One Services monthly bill.

OTHER SERVICES PRICING:

Graphic design services	\$100.00 per hour
In-language recordings	Individual Quote
Transcription/translation of audio or videos files	Individual Quote
Translation summaries/synopsis	Individual Quote

MISCELLANEOUS:

Business hours are Monday- Friday, 6 a.m. to 5 p.m. (Pacific Time)

Requests received on weekends and holidays will be processed on the next business day.

Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.





Translation Attachment A3

Document Translation Agreement Execution Signatures

Page 2 of 2

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature

SIGNATURES

Language ^{Line} ~~Una~~ Services, Inc.

Customer Name: _____

Accepted by (signature): 

Accepted by (signature): _____

Name: BONAVENTURA A. CAVALIERE
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES

Name (type or **print**): _____

Title: _____

Title (type or print): _____

Date: 10/4/17

Date: _____

Prepared by end date: _____

LanguageLine Solutions

Enabling Communication in Any Situation SM



Testing and
Training



Translation



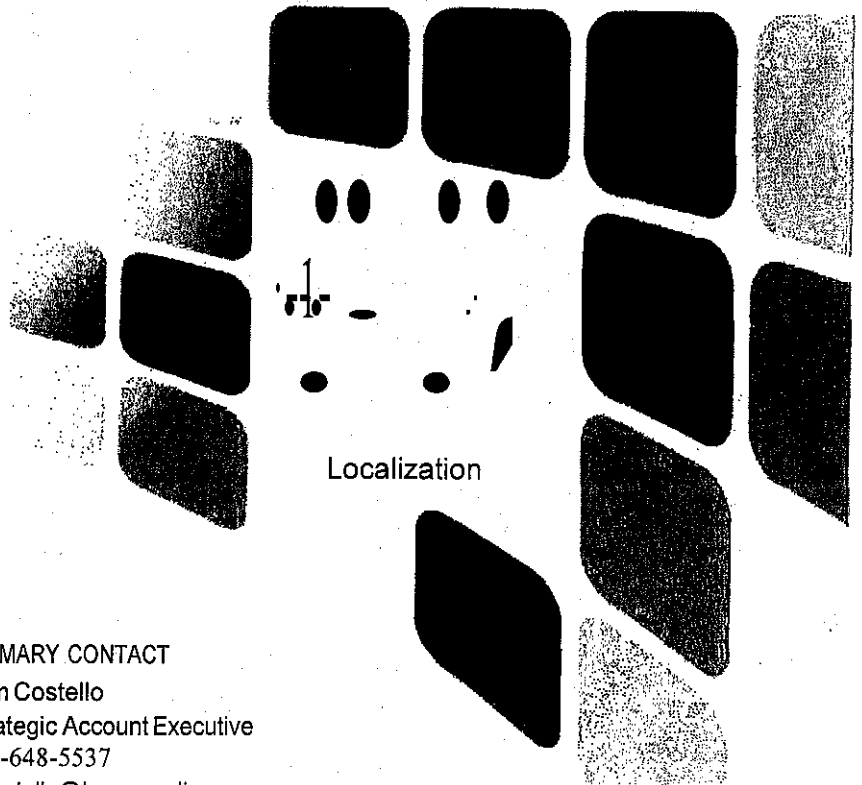
Video Interpretation



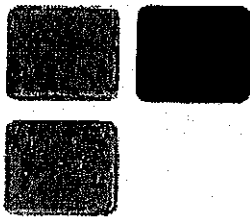
Over-the-Phone
Interpretation



Onsite Interpretation



Localization



PRIMARY CONTACT
Tom Costello
Strategic Account Executive
831-648-5537
TCostello@languageline.com

GLOBAL HEADQUARTERS
LanguageLine SOLUTIONS
1 Lower Ragsdale Drive, Building 2 / Monterey, CA 93940 USA

April 11, 2017

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

Dear Ms. Ellis,

On behalf of LanguageLine Solutions, I would like to thank you for the opportunity to share an overview of our **interpretation and translation capabilities for Adams County. We are pleased to submit our response to the solicitation for Translation and Interpretation Services (RFP-HE-2017-322).**

LanguageLine Solutions' mission is designed to provide the Adams County (the County) with fast connections to clear, **concise and accurate communication. As the current provider of translation and interpreter services to the County, and the provider of choice of 1000s of local, state and national government departments, LanguageLine is already familiar with the County's specific needs and requirements for translation and interpretation services.**

In the enclosed proposal for the County, I will highlight the benefits of LanguageLine's services and our ability to enhance communications between the County and the Limited English public you work with through our interpretation and translation capabilities. The benefits of our solutions include:

A full suite of language access solutions including over the phone interpretation and translation in 240 languages
Over the phone interpretation is available 24/7/365

Rapid connect times ensure the County benefits from efficient and quick access to interpreters to better support the public you serve

A network of over 9,000 qualified and experienced over the phone interpreters and 5,000 translation linguists
Our company has rigorous screening, testing and training processes, as well as quality assurance programs to ensure continued excellence and dependability

We search the entire country for the most qualified interpreters and linguists and have stringent hiring standards, selecting only those who are the most qualified and meet our ideal profile

We will continue to offer complimentary implementation services customized to meet the County's needs, complimentary language access tools and accurate invoicing and reporting solutions tailored to your organization to ensure that services remain efficient and can effectively support your organization

Access to LanguageLine's full suite of language solutions, including video remote interpreting, which can help support the County's requirements as your language access needs evolve in the future

A responsive account management and customer support team to oversee the entire relationship.

LanguageLine values our current working relationship with the County. The benefits of continuing to partner with LanguageLine include enjoying uninterrupted access to our world-class interpreters and translation linguists, saving considerable time and expense by not having to implement services with another provider, and maintaining our strong existing working relationship.

Our organization facilitates millions of conversations every month, helping our clients overcome language barriers and complete their work more efficiently. For all of the reasons noted above, and our ongoing commitment to offer the world's leading language solutions, I look forward to a favorable decision and to building upon our strong working relationship.

Best Regards,

Tom Costello, Strategic Account Executive

Proposal Response

L Offeror can submit a proposal for both interpretation and translation or just one. Languageline is proposing over the phone interpretation and document translation services to Adams County. Although Languageline offers onsite interpretation in certain locations of the country, at this time we are not proposing onsite services to Adams County.

2. Qualifications: Company Overview and describe the qualifications of your company. Languageline Solutions, the global leader in innovative language access solutions for more than 35 years and headquartered in Monterey, California, provides the highest quality over-the-phone interpreting, InSight video remote interpreting, onsite interpreting, translation and localization, as well as bilingual and interpreter testing and training. Trusted by more than 25,000 clients to enable their communication in any situation with the growing limited English proficient and the Deaf and Hard-of-Hearing populations, we provide the industry's most dependable access to highly trained and professional interpreters and translation linguists in more than 240 languages, 24/7/365. We are the largest provider of OPI services in the industry, and the 4th largest language services provider in the world. Last year alone, Languageline provided over 30,400,000 calls of telephone-based interpretation services. This makes us larger than our closest competitors by a large margin.

Established in 1992, Languageline's translation and localization division is a leading provider of language services. We specialize in providing turnkey translation support to leading businesses across all sectors but are renowned for our ability to address solutions for the Government, Insurance, Finance, Healthcare and Technology industries.

Languageline is the current provider of over the phone interpretation and translation to Adams County, and therefore has experience working with low income multi-cultural populations in the County. Our interpreters and translation linguists are fully screened, tested and trained to ensure they are qualified and provide efficient, high quality and culturally sensitive interpretation and translation when working with populations such as those served in Adams County.

In addition, Languageline has vast experience supporting low to middle income families and individuals throughout the United States. In fact, our company was founded in response to the need for telephone-based interpretation services for the police department in the San Jose, California area. Thus the very foundation of our company is entrenched in supporting both culturally and socio-economically diverse individuals and their families. Our interpreters, who come from backgrounds as diverse as the populations we support, exhibit cultural sensitivity and have been specifically screened, tested and trained to ensure they can handle the varied situations they must support for our customers. Indeed, our 25,000 customers continue to select us as their language service provider because of our deep experience with, and sensitivity to, socially and economically diverse populations.

Thanks to our 9,000 over the phone interpreters, 5,000 translation linguists and 6,200 full time employees, Languageline can support our 25,000 customers—and growing—including:

Public safety agencies from coast to coast, including the top 50 metropolitan areas.

Nearly 3,000 public safety agencies in the U.S., Canada and United Kingdom
Thousands of government clients at the federal, state or local level in all 50 states (and the District of Columbia).

Because we support thousands of public safety agencies throughout the United States, it would be impractical to name all of our customers in this response. We have enclosed 3 references with this response to demonstrate our capabilities to support local and county governments and public safety agencies.

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

languageLine enhances and improves language access through our full suite of language solutions. In addition to offering over the phone interpretation and translation and localization, LanguageLine can also offer video remote interpretation on our new InSight platform and award-winning language proficiency testing and training services. LanguageLine is the language solutions provider that can offer all of these capabilities to the County now and in the future to help meet changing compliance requirements and best support the evolving needs of the public you serve.

Over the Phone Interpretation: languageLine's over the phone interpretation services supported over 30 million calls last year alone. The capacity of our industry standard platform, Olympus, is virtually unlimited, and with 9,000 interpreters, we can meet the needs of our over 25,000 customers on a daily basis. Our technology platform is "always on" carrier grade, which allows us to scale while providing unparalleled availability, privacy, and security.

Through our over the phone interpretation services, the County can benefit from an average interpreter connect time of less than 30 seconds and access to interpretation in 240 languages. Our network features a fully redundant infrastructure and geographically dispersed workforce to ensure continuous, 24/7/365 access to interpreters.

LanguageLine also extends complimentary implementation services to the County. These services include staff training sessions on how to access and interpreter and work efficiently and effectively with an interpreter, which can benefit new and existing customers alike.

We are proud to provide accurate, culturally sensitive conversations and our interpreters adopt and adhere to industry standards for interpreting. Customers like the County can access an interpreter from any working telephone, or make use of connecting to interpreters via our new, easy to use iPhone app.

Translation: Our translation division provides high-quality translations for all sizes of projects as well as complex localization services in more than 240 languages. Our expertise encompasses all types of document translation in a variety of industries and sectors.

Since our translation division began providing services in 1992, it has gained experience working on translations for local, state, and federal government departments, public service offices, court and legal documents, healthcare and clinic environments, and more. Our customers represent a diverse array of sizes, industries and language access needs. Last year alone, languageLine completed over 40,000 unique projects.

Our translation division can enhance communications between the County's staff and the limited English speaking public you serve through our reliable translation services that have never caused a late release, dedicated project management services to oversee each project from start to finish, secure and reliable methods to transfer documents, and comprehensive Quality Assurance processes. On top of it all, we achieve aggressive timelines and prompt responses to every inquiry.

Account Management: LanguageLine Solutions is committed to providing total customer satisfaction and holds itself to the highest standards. The County will benefit from a dedicated Strategic Account Executive, Tom Costello. Tom will offer complete support to the County and is fully available to answer questions and calls. Tom can also help the County explore other effective language access solutions that LanguageLine offers, such as video remote Interpretation, which may be of interest to the County as your language needs evolve and grow.

The County will also benefit from a dedicated Translation account representative, Jon Bove, who will work with the County to determine your needs and answer questions about document translation requirements.

In addition, the County will benefit from a dedicated Customer Support Representative (CSR), who is available to answer questions regarding your account, language services, invoicing and billing, and more. Other individuals supporting the County's account include our team of implementation specialists, compliance professionals, and executive management who can step into situations that call for a high level of support.

Billing and Invoicing: Billing and invoicing can be customized to the County's specific requirements. Your Account Executive can work with you to ensure that billing and invoicing are meeting the County's expectations.

Invoices are issued each month and contain all details related to telephonic Interpretation usage. Our clients can choose to receive an e-bill or a hard copy invoice. The invoice may reflect specific reporting requirements the customer has required, such as a department number or budget code. Each invoice shows the number of calls made over the course of the month and contains a call detail report showing information such as client ID, client name, time and date of call, language requested, charges and fees, and more. Invoices also contain a language summary report so the County can understand which languages are in the highest demand. If the County opts to purchase additional language access solutions through LanguageLine, these solutions would appear on a separate tab in a consolidated invoice.

The County is also welcome to take advantage of our advanced customer portal, MyLanguageLine. This portal provides secure, instant access to usage data 24/7/365. Authorized County staff can view many useful reports through a secure, password-protected center. Features of this advanced portal include: Billing and Usage Reports, language Trends Reports, Invoices-View and Download, and Voice of Customer (VOC) feature for submitting feedback about a specific report.

4. Expertise and Experience: How long has your agency been providing foreign language Interpretation/translation and/or sign language interpretation services
Languageline has been providing over the phone interpretation for over 35 years, since 1982. Our translation division has been providing translation services since 1992.

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?

Before they work for Languageline, all interpreters and translation linguists are carefully assessed for their skills, language expertise and overall quality of support. Over the phone interpreters are rigorously tested and trained to ensure they are qualified to handle calls for our customers. In addition, all interpreters and linguists are subject to regular Quality Assurance processes to ensure they continue to uphold our strict expectations for quality and delivery.

Over the Phone Interpreters: Interpreters complete rigorous testing and training processes before they are hired to ensure they are qualified to handle calls. All of our interpreters are encouraged to participate in ongoing Professional Development programs to help ensure client needs will be addressed. Expert facilitators, with in-depth knowledge of each particular subject area, conduct ongoing training sessions. Languageline Solutions also provides interpreters with ongoing job education and training through an interpreter Intranet site, and emails and interpreter newsletters. Our interpreter website hosts bilingual terminology discussions and resources like vocabulary lists, customer-specific terminology lists, and best practices by industry. Languageline communicates key policy updates through email. Our company also sends interpreter newsletters to share new customer information, industry-specific terminology, and quality assurance issues. We also have a Stress Reduction training and support network to prevent interpreter burnout.

Translation Linguists: We primarily rely on a network of more than 5,000 full time professional translators who have been rigorously screened and tested by us. To ensure that we provide the County staff with only the most knowledgeable and adept translators, we rigorously screen, test, and train all of our linguists. Linguists must review and agree to confidentiality requirements on an annual basis.

Confidentiality Training: Customer confidentiality is reinforced through a number of initiatives. Throughout their training, our interpreters and linguists undergo specific instruction on HIPAA, security and confidentiality. This training is mandatory for all interpreters and employees. We review our corporate security and privacy policies during orientation, and regularly reexamine them at the departmental level. All of our interpreters and employees are required to sign and comply with our corporate confidentiality and non-disclosure agreements on an annual, recurring basis. In addition to this, interpreters also sign our Interpreter Code of Ethics. This code is taught and practiced during interpreter training, and reviewed with interpreters on a regular basis.

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

Over the Phone Interpreters: LanguageLine over the phone interpreters are rigorously screened, tested and trained before they may work for us. All interpreters must possess the skills that allow them to pass our assessments, as well as successfully complete our internal training programs, which are detailed in question 15 below. Our program is so selective that only 10% of candidates pass our screening requirements and only 1 in 6 are ultimately hired to work as an interpreter for LanguageLine. A typical interpreter candidate has 2 years of interpretation experience, a background in a language-related field, and a college degree. At LanguageLine, we mold all of our interpreters through our intensive training program and help them grow in their profession. Our model is unique and focused on building great talent from quality interpreter candidates. In addition, we regularly monitor our interpreters to make sure that they continue to uphold these high standards.

Translation Linguists: Each and every LanguageLine linguist is a full-time professional. All of our translators, copy-editors, and proofreaders are also native speakers. Many have advanced degrees in a relevant field and all must have at least five years of translation experience. Wherever possible, linguists certified by the American Translators Association (ATA) will be used. Candidates must have the skills to pass a linguistic competency evaluation that is administered by us. As a part of this test, prospective linguists are asked to translate sample text based on their reported area of expertise. If the prospective linguist receives a positive evaluation, LanguageLine Document Translation generally begins a professional relationship by contracting for proofreading on small word count projects. The linguist remains in this role until their appraised body of work warrants escalating them to copyeditor and eventually translator. Each potential new linguist is required to meet the following criteria: Native speaker of target language; At least 5 years of translation experience; Completes a Linguist Information form including at least 3 references.

7. What hours/days of the week is your agency available to provide services? LanguageLine provides over the phone interpretation 24/7/365. Our translation division operates from 8:30 am to 6pm Mountain Time, Monday through Friday. Turnaround time for document translation depends on the length of the document and complexity of the project.

8. How much advance notification is required prior to providing service in person?

Not applicable: LanguageLine is not proposing in-person interpretation services in this proposal.

9. Please provide information regarding our agency ability to provide and use simultaneous translation equipment

Not applicable: LanguageLine is not proposing in-person interpretation services in this proposal.

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

Adams County will have access to a variety of free training materials and language identification tools developed by LanguageLine subject matter experts. All materials will be customized to reflect Adams County's individual client ID number/s and data capture. These tools will, among other things, assist in the case when it is not clear what language is needed for interpretation. In the event that it is still not possible to discern what language is needed, a LanguageLine

agent can assist in determining the required language. In most cases, the patient or individual will state the language they need, and the agent can assist in distinguishing the language, then connect the call to an interpreter. LanguageLine supports 240 over the phone interpretation languages, and the majority of our customers find that this meets their language requirements. In the cases of cognitive challenges, our interpreters have experience supporting customers in settings in which there may be particular challenges, such as a mental health or hospital setting, and are trained to handle such situations with professionalism and compassion. (

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

LanguageLine currently has a network of 9,000 over the phone interpreters supporting 240 languages. Please see our language list attached (Attachment A) for a complete list of languages available. Our 5,000 translation linguists also support 240 languages (Attachment A).

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?

With a network of 9,000 over the phone interpreters and 5,000 translation linguists supporting 240 languages, LanguageLine does not need to subcontract for the work proposed.

A key differentiator of LanguageLine is that the vast majority of our interpreters are employee interpreters. The benefits of having employee interpreters include our ability to legally schedule interpreters, which ensures that we can maintain the high availability of interpreters required to support our customers. With employee interpreters, we also maintain higher training standards, as we have the ability to require that they complete education and training programs. We can also offer continuing education opportunities to employee interpreters and compensate them for their time invested in these education opportunities.

13. How many hours per week is agency available to provide services to the County?
LanguageLine's over the phone interpretation services are available to the County 24/7/365. Our translation division operates from 8:30am to 6pm Mountain Time, Monday through Friday. Turnaround time for document translation depends on the length of the document and complexity of the project.

In addition to the County's Account Executive and Customer Service Representative, who offer dedicated support to customers and are fully available to answer questions and take calls from the County, LanguageLine's entire Customer Service Department is accessible through a toll free number from 7:00AM to 7:00PM Mountain Time, Monday through Friday. LanguageLine also maintains an Interpreter Resource Center (IRC). The IRC is open 24/7/365 and can respond to the County staff's questions related to volume and language support. The IRC has access to the IT and Operations Department at all times for an added layer of support.

14. What is your agency cancellation policy?

Over the phone interpretation is an on demand service, and therefore cancellation does not apply.

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

Over the phone interpretation

languageLine carefully screens, tests and trains all interpreter candidates before they are selected to work for us. If an interpreter candidate passes the initial interview, languageLine verifies the candidate's proficiency level in English and a target language, and then verifies interpreting skills. These verification steps are integral to selecting skillful interpreters, and ensure our clients receive the best possible service. All candidates must pass our proprietary Interpreter Skills Assessment Test (ISA). This test is a rigorous six component test. Next, Interpreter Candidates complete our rigorous training program. Over 80 hours of knowledge and skill development training are available to our interpreters depending on their individual career tracks, including 25 hours New Hire Orientation (NHO) Curriculum, 2 hours Compliance Training in the NHO, 12-19 hours New Hire one-on-one skill development, and 34 hours advanced skill development are also available. Our new hire orientation contains 27 hours of pure content. An additional 12-19 hours of new hire orientation contains one-on-one roleplaying and coaching by Senior language Specialists for skill development (putting the knowledge into practice).

After interpreters are hired to work for us, they are subject to regular monitoring. The Quality Assurance department manager is responsible for overseeing all interpreter monitoring efforts. During every monitoring session, a Senior language Specialist will listen to several live calls to objectively evaluate the skills of the interpreter, and ensure consistency and fairness. The rating standards on the form evaluate customer service skills, such as opening and closing the call appropriately, using polite forms of expression, following client's instructions, using appropriate tone, patience and helpfulness, and more, as well as interpretation skills and the role of the interpreter, such as accuracy and completeness of the rendition, managing the flow of the call, avoiding interaction with the IEP speaker without the client's permission, using correct protocol for the industry, and more. After each monitoring session, the Senior language Specialist delivers 30 minutes of feedback to the interpreter. Our company tracks all observation forms for quality assurance purposes and interpreter development.

Translation

Before a linguist can work for languageLine Document Translation they are rigorously screened by our linguistic recruiter and must pass a linguistic competency evaluation that is administered by us. As a part of this test, prospective linguists are asked to translate sample text based on their reported area of expertise. The resulting translation is then evaluated by one of our seasoned linguists for overall accuracy, subject matter comprehension, and accuracy of technical terminology, consistency of terminology, syntax, writing style, possible mistranslation, and possible omissions. If the prospective linguist receives a positive evaluation, languageLine Document Translation generally begins a professional relationship by contracting for proofreading on small word count projects. The linguist remains in this role until their appraised body of work warrants escalating them to copy editor and eventually translator.

languageLine ensures the quality of its internal resources to proactively prevent issues from arising. Each team member, whether translator, editor or internal operations, is continually measured in performance categories specific to their job function. Translation quality is

maintained through the iterative review and editing steps, enabling translation team members to learn from colleagues and develop deep familiarity with each member facility's preferences for translation. This process is repeated with each and every project performed. Additionally, LanguageLine contributes to the professional development of each operations team member through performance metrics like customer satisfaction, on-time delivery, and adherence to budget.

16. Has 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.

Languageline partners with thousands of other government agencies at the Federal, state, county and municipal levels across North America, supporting their interactions with the LEP public for programs covering:

- Social services- public information, benefit administration, community hotlines, WIC
- Health departments- complete range of medical and health services
- Public healthcare facilities- hospitals and clinics
- 3-1-1 services- supporting the largest 311 centers in the United States (including New York, Los Angeles, Chicago, and San Francisco)
- 2-1-1 services- with referrals and information to social services
- Protective services agencies - services supporting children, women and the elderly
- Regulatory agencies - housing, environmental, labor
- Employment services- training, benefit administration, etc.
- Courts and justice system - information, arraignments, hearings, etc.
- Correctional facilities- basic communication, health, legal
- Education- K-12 communication with parents, community outreach
- Tele-servicing firms with government contracts
- Public safety- supporting 911/emergency dispatch for police, fire and ambulance, as well as non-emergency/routine law enforcement needs.
- Disaster relief- supporting disaster planning and communication during and following major events
- State health insurance exchanges

In addition to working directly with government agencies, LanguageLine also supports companies that serve the government through service contracts and customer service applications. Typically, these support large government programs and provide the efficiencies of a centralized interpretation center.

17. What experience does your agency have with traumatized children and families? LanguageLine is the current provider of interpretation and translation services to Adams County and therefore has experience with the diverse public you serve, including traumatized children and families. Furthermore, as explained in our response to question 16 above, LanguageLine has experience working with other government and public service agencies and departments that entail work with traumatized children and families. We have supported our customers and the public they serve in many settings, including public safety and emergency settings, disaster relief, and protective services agencies serving children, the elderly, and families. Our

interpreter training reviews how interpreters can handle calls for a variety of customers and members of the public, including families and children.

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

LanguageLine maintains contact with the leaders of the industry and is a corporate member of The American Translators Association, The National Council of Interpreting in Health Care, and the International Medical Interpreters Association.

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

Other than a license to do business, there are no licenses or permits that are required for the provision of language services.

20. Certification/Expertise: Describe your interpretation/translation certification. 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. Attach samples of interpretation/translation services you have provided. Limit attachments to 3 (three) pages maximum.

Please see the enclosed certification form (Attachment One) for information on certification and references.

21. At least three (3) references shall be provided for similar projects.

Please see three references provided on the enclosed Reference form.

Interpreter Certifications and Qualifications

1. Describe your interpretation/translation certification.

Interpreter Certification: LanguageLine has a network of 9,000 interpreters supporting 240 languages. All interpreters are internally certified as interpreters by our rigorous internal testing and training program. Their employment is conditional on passing our proficiency screening and training programs. LanguageLine Solutions' training program meets and exceeds the standards of the American Standards for Testing and Materials (ASTM). ASTM, a not-for-profit organization equivalent to Europe's International Organization for Standardization (ISO), has published standards for the interpretation industry. After three years of research and development, ASTM approved the Standard Guide to Language Interpretation Services in March of 2001. As a sponsor and active participant, LanguageLine Solutions contributed to the ASTM interpretation committee's whole standards writing process. It is also worth noting that LanguageLine was the sole developer of the oral examination portion of the National Board Test, which is a national test that is taken to achieve medical certification. We support both certification processes and look forward to progressing the National Certification movement.

Translation/Interpreter Certification: Each and every LanguageLine linguist is a full-time professional. All of our translators, copy-editors, and proofreaders are also native speakers. Many have advanced degrees in a relevant field and all must have at least five years of translation experience. Wherever possible, linguists certified by the American Translators Association (ATA) will be used. LanguageLine's translation division is ISO certified (9001:2016). LanguageLine's ISO certification benefits our customers by providing assurance for the quality and consistency of our processes and products. ISO ensures we maintain focus on our internal processes and encourages us to offer continuous improvement for our operations, highlighting our dedication to delivering the best possible services to our customers now and in the future.

Z. 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.

Interpreter Qualifications

LanguageLine supports 240 languages, including Spanish. A full list of languages we support is enclosed in the next section of this document. LanguageLine can tap into expert interpreters located throughout the country and offer our customers a much wider range of languages, all day, every day. No other language service provider can provide over 240 languages, 24/7. Our thousands of government clients turn to our network of interpreters to support them every day. Interpreters are specifically screened, tested, trained and monitored to ensure they have the requisite skills and expertise to support our government and public sector customers. An

Translation and Interpretation Services

overview of the process that guarantees our interpreters will be characterized by the level of experience and expertise the County expects is below, and can be found in our enclosed Proposal (response to question 15).

Before an interpreter candidate receives any training, they must meet our minimum requirements and pass our two externally validated tests. After the training, interpreter candidates must pass both a written knowledge test and a performance evaluation, assessed by one of our expert trainers. Our program is so selective that only 10% of candidates pass our screening requirements and only 1 in 6 are ultimately hired to work as an interpreter for languageline.

languageline Solutions then evaluates all candidates' language proficiency in both English and the target language. During the screening process, candidates must prove their ability to express themselves grammatically, display a wide range of vocabulary, enunciate words, listen attentively, and use courteous language.

Once they pass our screening and testing process, our interpreters participate in a rigorous new hire training and orientation program (NHO) where they are required to master and demonstrate 27 hours of web based content. Up to 44 hours of web based Advanced Skills Training is also available to our interpreters and is tailored to the career track the individual interpreter has chosen. Over 90 hours of knowledge and skill development training are available to our interpreters depending on their individual career tracks, including 25 hours New Hire Orientation (NHO) Curriculum; 2 hours Compliance Training in NHO; 12-19 hours New Hire one-on-one skill development; 34 hours advanced skill development available.

Customer confidentiality is reinforced through a number of initiatives. Throughout their training, our interpreters undergo specific instruction on HIPAA, security and confidentiality. This training is mandatory for all interpreters and employees. We review our corporate security and privacy policies during orientation, and regularly reexamine them at the departmental level. All of our interpreters and employees are required to sign and comply with our corporate confidentiality and non-disclosure agreements on an annual, recurring basis.

Training also covers HIPAA, the Joint Commission Standards that went into effect in 2011, and FWA regulations. We also discuss the impact and responsibility of the interpreter as it relates to the Gramm-leach-Bliley Act of 1999. This training covers specific regulations outlined in the Gramm-leach Bliley Act, such as Financial Privacy and Safeguard Rules. The implications of these rules and how they are applied to financial institutions, and their vendors including interpreting service providers, are also discussed. The training also informs the interpreters of the channels to report any suspected violation of confidentiality.

Language List

ACHOLI	CHIN MARA	GOKANA
AFAR	CHINMATU	GREEK
AFRIKAANS	CHIN SENTHANG	GUJARATI
AKAN	CHINTEDIM	GULAV
AKATEKO	CHIPEWWAN	GURANI
ALBANIAN	CHUUKESE	HAITIAN CREOLE
AMHARIC	CREE	HAKKA-CHINA
ANUAK	CROATIAN	HAKKA-TAIWAN
APACHE	CZECH	HASSANIVYA
ARABIC	DANISH	HAUSA
ARMENIAN	DARI	HEBREW
ASSYRIAN	DEWOIN	HILIGAVNON
AZERBAIJANI	DINKA	HINDI
BAHASA	DUALA	HINDKO
BAHDINI	DUTCH	HMONG
BAHNAR	DZONGKHA	HUNANESE
BAJUNI	EDO	HUNGARIAN
BAMBARA	ENGLISH	IBANAG
BANTU	ESTONIAN	ICELANDIC
BARESE	EWE	IGBO
BASQUE	FARSI	ILOCANO
BASSA	FIJIAN	INDONESIAN
BELORUSSIAN	FIJIAN HINDI	INUKmUT
BEMBA	FINNISH	ITALIAN
BENAADIR	FLEMISH	JAKARTANESE
BENGALI	FRENCH	JAMAICAN PATOIS
BERBER	FRENCH CANADIAN	JAPANESE
BOSNIAN	FUKIENESE	JARAI
BRAVANESE	FULANI	JAVANESE
BULGARIAN	FUZHOU	JINGPHO
BURMESE	GA	JINVU
CANTONESE	GADDANG	JUBAARABIC
CATALAN	GAELIC-IRISH	JULA
CEBUANO	GAELIC-SCOmSH	KABA
CHALDEAN	GARRE	KAMBA
CHAMORRO	GEN	KANJOBAL
CHAOCHOW	GEORGIAN	KANNADA
CHINFALAM	GERMAN	KAREN
CHINHAKHA	GHEG	KASHMIRI

Translation and Interpretation Services

KAYAH	MNONG	SERAIKI
KAZAKH	MONGOLIAN	SERBIAN
KHAM	MOROCCAN ARABIC	SHANGHAISE
KHANA	MORTLOCKESE	SHONA
KHMER	NAPOLETANO	SICHUAN VI
KICHE	NAVAJO	SICILIAN
KIKUYU	NEPALI	SINHALA
KIMIIRU	NGAMBAY	SLOVAK
KOHO	NIGERIAN PIDGIN	SLOVENE
KOREAN	NORWEGIAN	SOGA
KPELLE	NUER	SOMALI
KRAHN	NUPE	SONINKE
KRIO	NYANJA	SORANI
KUNAMA	NYORO	SPANISH
KURMANJI	OJIBWAY	SUDANESE ARABIC
LAOTIAN	OROMO	SUNDA
LATVIAN	PALAUAN	SUSU
LIBERIAN PIDGIN ENGLISH	PAMPANGAN	SWAHILI
LINGALA	PAPIAMENTO	SWEDISH
LITHUANIAN	PASHTO	SVLHETTI
LUBA-KASAI	PLAUTDIETSCH	TAGALOG
LUGANDA	POHNPEIAN	TAIWANESE
LUO	POLISH	TAJIK
MAAY	PORTUGUESE	TAMIL
MACEDONIAN	PORTUGUESE BRAZILIAN	TELUGU
MALAY	PORTUGUESE CAPE VERDEAN	THAI
MALAYALAM	PUGLIESE	TIBETAN
MALTESE	PULAAR	TIGRE
MAM	PUNJABI	TIGRIGNA
MANDARIN	PUTIAN	TOISHANESE
MANDINKA	QUECHUA	TONGAN
MANINKA	QUICHUA	TOORO
MANOBO	RADE	TRIQUE
MARATHI	RAKHINE	TURKISH
MARKA	ROHINGYA	TIJRKMEN
MARSHALLESE	ROMANIAN	TZOTZIL
MBAY	RUNDI	UKRAINIAN
MIEN	RUSSIAN	URDU
MIRPURI	RWANDA	UVGHUR
MIXTECO	SAMOAN	UZBEK
MIZO	SANGO	VIETNAMESE

Translation and Interpretation Services

VISAVAN
WELSH
WODAABE
WOLOF

WUZHOU
YEMENI ARABIC
YIDDISH
YORUBA

YUNNANESE
ZAPOTECO
ZARMA
ZYPHE

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
.2017.322

TRANSLATION AND INTERPRETATION
SERVICES

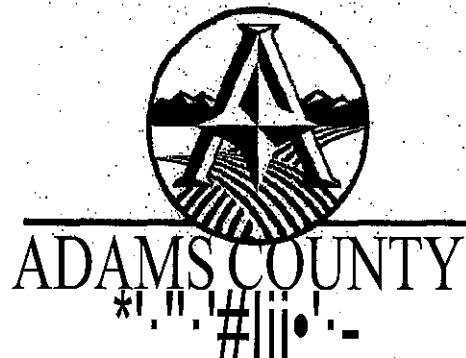
ADDENDUM TWO (2)

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 provide 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.

- Q . 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.
- QS. 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
- RS: 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.
- QS. 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"?
- RS: 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 answered 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.
-

- 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 n(lt. limited to other services on an "as neededn 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 exception;l responses or abilities.
- Q31. If multiple vendors are selected, how will the work will divided and what does your current disbursement strategy looks 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 atthis 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.

- o 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, out 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 7 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?

RSO: 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.

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?

RSB: 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?

RS0: 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.

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: 4:00p.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

OFFEROR'S CERTIFICATION OF COMPLIANCE

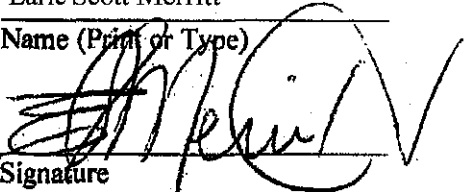
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract 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:

Language Line Services Inc.
Company Name

Aprill, 2017
Date

Earle Scott Merritt
Name (Print or Type)


Signature

Vice President of Operations
Title

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

ADAMSCOUNTY
;FMIj;QF#

REQUEST FOR PROPOSAL

2017.322

INTERPRETATION AND TRANSLATION SERVICES

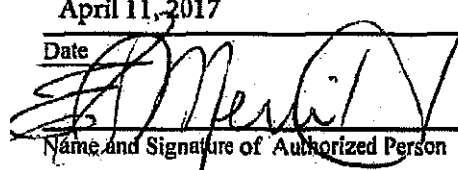
OFFEROR'S STATEMENT/SIGNATURE PAGE

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# I through Addenda# --2 _____
(If None, Please write NONE)

Language Une Services Inc.
Company Name
I Lower Ragsdale Drive, Building 2
Address
Monterey CA, 93940
City, State, Zip Code
Monterey
County
800-752-6096
Telephone
TCostello@languageline.com
E-mail Address

April 11, 2017
Date

Name and Signature of Authorized Person
Earle Scott Merritt
Printed Name
Vice President of Operations
Title
800-821-9040
Fax

EXHffiiTA

(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

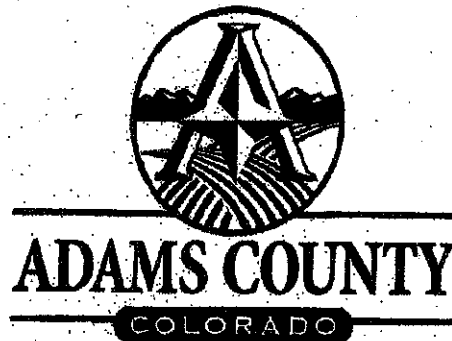
**All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

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.

- 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

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 option's 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

claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by offeror, or its employees, agents, subcontractors, or assignees.

22. Standards and Manner of Performance

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of service.

23. Conflict of Interest

The offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

24. Independent Offeror

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither offeror nor any agent or employee of offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for offeror or any of its agents or employees. Unemployment insurance benefits will be available to offeror and its employees and agents only if such coverage is made available by offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

25. Nondiscrimination

The offeror 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 offeror 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. The County is an equal opportunity employer.

The offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.

26. Compliance with Laws

During the performance of the scope of services under the awarded Agreement, the offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The offeror 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, and that no violation of such provisions are present. The offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of

1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

27. Supplemental Federal Provisions – (FFATA) – Section below:

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.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does *not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet' website may be found at:

<http://fedgov.dnb.com/webform>

1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

- 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.