



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contracts for  
On-call Interpreter Services for Clackamas County Departments

<b>Purpose/Outcomes</b>	To provide On-call Interpreter Services for Clackamas County
<b>Funding Source</b>	Various depending on Department Request for Services
<b>Duration</b>	Through June 30, 2023
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Abigail Churchill, Procurement; 503-742-5449

<b>Contractor</b>	<b>Fiscal Dollar Amount</b>
Cyram International DBA Voiance Language Services	\$1,500,000.00
Evergreen Interpreting & Translating Services	\$1,500,000.00
Oregon Certified Interpreter's Network, Inc.	\$1,500,000.00
Purple Communications, Inc.	\$1,500,000.00
The Immigrant and Refugee Community Organization	\$1,500,000.00
Heidi Astrid Schmaltz	\$ 250,000.00

**BACKGROUND:**

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve these six Contractors for On-call Interpreter Services for Clackamas County. The remaining three vendors will be submitted at a later date.

Respectfully submitted,

Abigail Churchill  
Procurement and Contract Analyst

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Cyracom International, Inc. DBA Voiance Language Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Cyracom International, Inc. DBA Voiance Language Services

Address: 5780 N. Swan Rd., Tucson, AZ 85718

Contractor Contract Administrator: Vicky Tantlinger

Phone No.: 520-745-9447

Email: vtantlinger@voiance.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the



nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Cyacom International, Inc.  
DBA Voiance Language Services  
5780 N. Swan Road  
Tucson, AZ 85718

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....April 24, 2018

Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award



## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14

## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original



scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

**5.1.2.** Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole) –Cape Verde</b>				
<b>Catalan – Andorra, Spain</b>				
<b>Cebuano – Philippines</b>				
<b>Chaldean – Iraq</b>				
<b>Chamorro – Guam</b>				
<b>Chaozhou (Teochew) – China</b>				
<b>Chin – Myanmar (former Burma)</b>				
<b>Chinese (var. languages/dialects) – China</b>				
<b>Chuukese (Trukese) – Micronesia</b>				
<b>Croatian – Croatia</b>				
<b>Czech – Czech Republic</b>				
<b>Danish – Denmark</b>				
<b>Dari (Afgan Farsi) – Afghanistan</b>				
<b>Dene – Canada</b>				
<b>Dewoin – Liberia</b>				
<b>Dinka – Sudan</b>				
<b>Duala – Cameroon</b>				
<b>Dutch – Netherlands</b>				
<b>Egyptian Arabic – Egypt</b>				
<b>Estonian – Estonia</b>				
<b>Filipino (Tagalog) – Philippines</b>				
<b>Finnish – Finland</b>				
<b>Flemish – Belgium</b>				
<b>French – Africa, Canada, France, Tunisia, et al.</b>				
<b>French Creole – Caribbean</b>				
<b>Fukienese – China</b>				
<b>Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal</b>				
<b>Fuzhou – China</b>				
<b>Ga – Ghana</b>				
<b>Gen (Mina) – Togo, Benin</b>				
<b>German – Germany</b>				
<b>Gokana (Khana) – Nigeria</b>				
<b>Greek – Greece</b>				
<b>Gujarati – India</b>				
<b>Haitian Creole – Haiti</b>				
<b>Haka Burmese – Myanmar (former Burma)</b>				
<b>Hmong – China, Vietnam, Laos</b>				
<b>Hungarian – Hungary</b>				
<b>Hakka – China</b>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjobal (Q’anjob’al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa’o, S’gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**





**VOIANCE**<sup>®</sup>  
Language Services

---

*A division of CyraCom International, Inc*

## Clackamas County

ATTN: George Marlton

2051 Kaen Road  
Oregon City, OR 97045

*Interpreter Services RFP #2017-87*

*May 16, 2018*

*2:00 pm PDT*

RFP Team  
(866) 742-9080 ext. 1700  
[rfp@voiance.com](mailto:rfp@voiance.com)

Voiance Language Services, LLC  
5780 N. Swan Rd.  
Tucson, AZ 85718  
[www.voiance.com](http://www.voiance.com)



*Operating the most extensive network of large-scale interpreter contact centers.*

## Table of Contents

<b>Cover Letter .....</b>	<b>3</b>
<b>Contract Modifications .....</b>	<b>4</b>
<b>5.2 Proposer’s General Background and Qualifications .....</b>	<b>11</b>
<b>5.3 Scope of Work .....</b>	<b>28</b>
<b>5.4 Fees – Complete the attached Fee Schedule, Exhibit D .....</b>	<b>58</b>
<b>5.5 References .....</b>	<b>64</b>
<b>5.6 Completed Proposal Certification.....</b>	<b>66</b>





Operating the most extensive network of large-scale interpreter contact centers.



Clackamas County  
George Marlton, Director Procurement Division  
Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
RFP # 2017-87 Interpreter Services

May 16, 2018

Dear Mr. Marlton,

Voiance Language Services, LLC (Voiance), a division of CyraCom International, Inc., welcomes the opportunity to respond to Clackamas County's (The County's) Interpreter Services RFP. Voiance will continue to further The County's vision and mission by providing reliable, high-quality interpretation services to help progress the quality of communication between Clackamas County's employees and clients.

With fast connection times across all languages for telephonic interpretation, Voiance's interpretation solutions will continue to help enable quick, clear communication between The County's limited English proficiency (LEP) customers and Clackamas County. Our interpretation solutions are exclusively endorsed by the American Hospital Association (AHA) and the American Dental Association (ADA). Our interpreters are fully HIPAA compliant; we hold three (3) International Organization for Standardization (ISO) certificates: 9001:2008-Certification of Quality Management, 13611:2014-Certification of Interpreting:Guidelines for Community Interpreting, and 17100:2015-Certification of Translation; Payment Card Industry (PCI) certification; and have received numerous awards for our services.

**Trained and Certified Interpreters in Large-Scale Contact Centers**

We operate the most extensive network of secure, large-scale interpreter contact centers, all located within the U.S. These large-scale contact centers – and the extensive processes that take place within them – will help Clackamas County to achieve the average speed of answer and quality of service it requires. We provide 120 hours of standardized, in-person interpreter training within our contact centers. This rigorous training course instructs our employee interpreters how to handle 9-1-1, 2-1-1, 3-1-1 calls and emergency scenarios, while remaining poised in stressful situations, as well as vocabulary and interpretation dynamics.

All of our American Sign Language (ASL) Video Remote Interpreters (VRIs) are certified through the Registry of Interpreters for the Deaf (RID), work inside of our secure contact centers, and have more than five (5) years of interpreting experience.

**Responsive, Client-Focused On-Site Interpretation Services**

Voiance's consultative approach will help The County plan and budget efficiently. We will continue to work with Clackamas County to analyze and determine language needs, appointment type, and frequency of use. Voiance will staff according to The County's needs to ensure timely and accurate delivery of service.

**Secure, Fast, Accurate Translation Solutions**

Clackamas County will continue to have access to our secure translation portal for easy project quoting and submission. Voiance ensures its translators possess at least five (5) years of experience in 9-1-1, 2-1-1, and 3-1-1 related translation and are professionally fluent in English and the target language. We pride ourselves with on-time delivery of accurate translations.

We look forward to continuing our partnership with Clackamas County. We remain committed to continuing our legacy of delivering quality Interpreter Services excellence to you and your clients.

Sincerely,

J. Austin Wade  
Senior Vice President



## Contraction Modifications

Voiance requests inclusion of the below language in the Company's contract with Clackamas County per Voiance's Equal Employment Opportunity (EEO) Compliance:

In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), CyraCom International, Inc., prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. CyraCom International, Inc., takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Additionally, Voiance requests removal of the following verbiage from The County's Proposal Services Contract, on page 10:

"The billings shall also include the total amount billed to date by Contractor prior to the current invoice."



# Highly-Effective Multilingual Support for a Fortune 100 Health Insurer



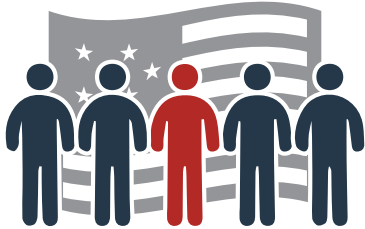
## Case Study at a Glance

Changes in US demographics led a top-five Health Insurer to evaluate how limited-English members experienced its mission and values. As a result, the Insurer developed an award-winning Multilingual Support Program across voice, print, and digital channels, which included a partnership with Voiance for phone interpretation.

With its Multilingual Support Program, the Insurer established itself as a customer experience thought leader in the industry. The program helped the Insurer tailor its member experience, engage with employees, and appeal to new audiences.

## Why Multilingual Support?

The Insurer's mission is to provide access to high-quality, affordable care for consumers across the country, which include different populations with limited English fluency. Award-winning multilingual support helps the Insurer move closer to making this goal a reality.



More than 20% of US residents speak a language other than English at home, and many bring different cultural and linguistic backgrounds to their

healthcare experience. The Insurer's Multilingual Support Program enables these individuals to satisfy their needs by engaging with the Insurer's representatives and self-service options in hundreds of languages.

From a strategic perspective, the business case for multilingual support is not difficult to make. As the Program's Supervisor notes, "We've come to view multilingual support as a strategic imperative – not just a convenience."





## Elements of the Multilingual Support Program

The Insurer's Multilingual Support Program today spans hundreds of languages and covers voice, print, and digital channels. Language support has helped the Insurer meet growth objectives by expanding its membership potential among limited-English communities.

In addition to customer-facing support, the Insurer also provides each employee with cultural competence training. "We want our employees to learn about different cultures and how cultural understanding can help create a consistent member experience," says the Supervisor.

**Hundreds  
of languages**  
over voice, print &  
digital channels

### *Phone Interpretation*

Non-English calls to Voiance route to the most extensive network of large-scale US interpreter contact centers. Phone interpretation increased the Insurer's language capability to hundreds of languages.

Spanish, Mandarin, Arabic, Cantonese, and Vietnamese represent the Program's most popular languages. The Insurer also complements its service from Voiance by supporting some of its Spanish and Mandarin calls in-house.

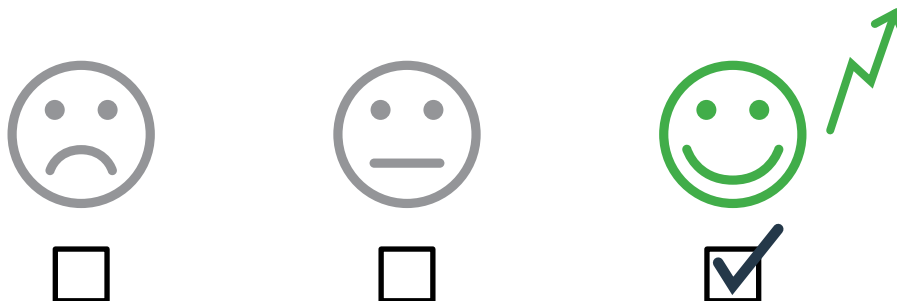
### *Print and Digital*

Limited-English members also require written language access for documents and self-service. In 2015, the Insurer's team managed nearly 6,000 translation projects.

## Multilingual Support Boosts Customer and Employee Satisfaction

Across voice, print, and digital channels, multilingual support helped grow membership in limited-English communities. Reaching members on their own terms better engages them with the Insurer's products and services, helping them to lead healthier lives.

The Multilingual Support Program has also benefited internal stakeholders. According to the Supervisor, "It positively affected our work culture." Together with service from Voiance, the Insurer boosted employee engagement and support for its mission of a healthier future. "Our employees know that working here helps make a difference in their communities."





## Switching to Voiance and Implementing Service

### Comparing Strategies

As the Insurer developed its award-winning multilingual support, it first explored the feasibility of in-house service. Planning, staffing, training, and the right environment for quality assurance all proved too cost-prohibitive for the Insurer's call volume.

### Choosing Voiance

In choosing a new language service provider, the Insurer's team identified innovation, partnership, and responsiveness as top qualities. "We wanted a company that didn't just provide a service, but one that also shared our values. I think we have that with Voiance – it's a true partnership," says the Supervisor.

Voiance provides call efficiency and expands language capacity without impacting in-house resources. "It also differentiates us in the marketplace."

“We wanted a company that didn't just provide a service but one that also shared our values. I think we have that with Voiance – It's a true partnership.”

### Implementation

Agents' first encounter with Voiance needed to be positive, ensuring that they would continue to use the service without hesitation. "Voiance's implementation team facilitated a very smooth transition," says the Supervisor.

Because they had used phone interpretation from a previous provider, the Insurer's staff didn't need training on how to use the service. Instead, the team needed to help staff understand the importance of when to use language support capabilities. The Supervisor recalls that, "Once we shifted employees' mindset, language capabilities became part of the natural course of business, not something that was interruptive."

### Satisfaction with Voiance's Reporting, Quality, Price, and Security

The Program Supervisor values Voiance's account management. Using the integrated reporting and billing system, account users can quickly access granular account information. "We are able to drill down and find any detailed call information that we want," the Supervisor notes.

Some organizations introduce multilingual support without monitoring it, but the Insurer considers quality essential for a consistent and positive member experience. Voiance monitors interpreters for quality 12 times per month, with supervisors offering real-time coaching to their close-knit, 18-interpreter teams.

The Supervisor finds the pricing for Voiance's service competitive. "Their value is very compelling for the features of the service and the price they charge—it was another factor that influenced our switch to Voiance." The Insurer only pays for the minutes it uses, with no extra charges for account management or monthly minimums.

The Insurer also needed to know that members' personally-identifiable information (PII) and protected health information (PHI) remained secure. Voiance calls are serviced in the most extensive network of large-scale US interpreter contact centers, which enable compliance with security and confidentiality protocols.

## Continued Success and Future Opportunities

The Insurer will continue its policy of providing limited-English members with timely and quality access to its programs, services, and activities. As US demographics continue to shift, the Supervisor expects that more companies will take a closer look at meeting the language needs of the limited-English populations.

The Supervisor considers multilingual support an ongoing priority and journey—not a box to be checked and forgotten. His team evaluates the program’s success by how effectively it engages constituents in a healthcare market that remains in flux. The team meets regularly to monitor the program’s performance and implement change if necessary.

With award-winning multilingual support in place, the team works to identify new opportunities. “Language and culture will always play a part in our experience. We want to continue serving our communities and connect them with quality health services.”





## 5.2 Proposer's General Background and Qualifications:

- **Description of the firm.**

Voiance Language Services, LLC (Voiance), is a division of CyraCom International, Inc. All operations are handled at the parent-company level. CyraCom International, a leader and innovator in language services, has been in business over twenty (20) years. The organization began in 1995 when we patented the dual-handset telephone. The single-line dual-handset phone was later designed for natural face-to-face communication to provide the best possible care for Limited English Proficiency (LEP) individuals.

Voiance is a principal provider of language interpreting services to government across the U.S. The Company currently services Clackamas County and other government agencies including Prince William County and Fairfax County, Virginia emergency service and PSAP systems. We will continue to provide The County with convenient and reliable language services, particularly Public Safety, E-911, 2-1-1, 3-1-1 to facilitate communication with Clackamas County's employees and clients.

Voiance provides multilingual services to more than **450** Public Safety, E-911 providers and their Social Services clientele across the country, including The County. The Company will achieve your desired metrics by utilizing automatic account authentication, customized language selection, and fast connection to trained and certified 9-1-1 interpreters. Voiance will support your Public Safety, E-911, 2-1-1, 3-1-1, legal, health, and other component units through the Company's interpreter contact centers located in six (6) cities across the country.

Attached please find a multilingual case study referencing Voiances' qualifications in the languages services sector.



- **Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.**

Voiance meets the criteria for all standards as outlined in Exhibit C of the Professional Services Contract for the state of Oregon. Additionally, the Company holds the following International Organization for Standardization (ISO) certifications:

<b>VOIANCE HOLDS THE FOLLOWING ISO CERTIFICATIONS</b>	
<b>ISO NUMBER</b>	<b>CERTIFICATION NAME</b>
9001:2008	Certification of Quality Management
13611:2014	Certification of Interpreting - Guidelines for Community Interpreting
17100:2015	Certification of Translation

Voiance is also PCI compliant.





#### Other Certifications and Awards:

- GSA-approved vendor for the federal government.
- Exclusive endorsements from the American Hospital Association (AHA) and American Dental Association (ADA) for interpretation and translation services.
- We were named to the Inc. 5000 list of fastest-growing private companies in the U.S. for the ninth (9th) year in a row and eleventh (11) time overall in 2017.
- Over the past five (5) years, we have received multiple Gold American Business Awards, including Fastest Growing Company and Company of the Year in the Business Services category. Our Chairman and Chief Executive Officer Jeremy Woan was also named Gold Executive of the Year in the Business Services category in 2015.

#### Key Personnel

Bill Martin will continue to serve as your Account Manager and primary contact. Mr. Martin will be responsible for Clackamas County's overall satisfaction with Voiance's services. He will also proactively recommend improvements to The County's language programs to add value and ensure efficient use of services.



**Bill Martin**  
**Account Manger**  
**Phone:** (520) 745-9447 x1708  
**Email:** [bmartin@voiance.com](mailto:bmartin@voiance.com)

Bill Martin joined Voiance in 2013. In his role as the National 9-1-1 Account Manager, Mr. Martin is responsible for implementation of all new city, county, and state government accounts, including Clackamas County. He is also responsible for business growth within each of the relationships he manages. Mr. Martin provides support and solutions to all accounts and proactively monitors all account activity. He has attended more than half a dozen 9-1-1 conferences and will continue to attend such conferences nationwide.

Before Mr. Martin joined Voiance, he was a Gas Turbine/Propulsion Engineer in the Navy for four and a half (4 1/2) years. Mr. Martin then worked for Wells Fargo for many years as a Business Sales Consultant before moving on to Business Sales at TransFirst Merchant Services. His extensive ten (10) years of experience in Business Sales has made him an excellent candidate to continue as the Account Manager for The County.



- **Description of providing similar services to public entities of similar size within the past five (5) years.**

Voiance partners with government agencies that desire convenient, reliable, and secure multilingual services. The Company believes in providing high-quality language services with a focus on interpreter training and management. These competencies enable us to provide leading language solutions for the Limited English Proficiency (LEP) population in the Public Safety and E-911 sectors across the country.

Voiance has been delivering quality language services to the public sector for years. The Company serves hundreds of municipalities, cities, counties, states, and federal agencies. Voiance's major metropolitan-area clients include Miami-Dade County, Florida (Fire and Rescue, Police); Salt Lake City 9-1-1; Orange County, California; Maricopa County, Arizona; California Department of Corrections; New York City; and many more. We support hundreds of large clients with very diverse populations, providing interpretation services to a wide variety of agencies across government, business, finance, and insurance verticals. Voiance has years of providing the specific services that Clackamas County is requesting: 9-1-1 services, 3-1-1 services, 2-1-1 services, legal and healthcare services, and more.

Voiance's operating model ensures quality and security for its clients by providing the most extensive network of secure, large-scale interpreter contact centers in the industry. The Company also provides a secure translation portal that ensures data security and confidentiality. To review Voiance's secure model, view this video: <http://start.voiance.com/experience>

### **9-1-1 Clients in the past five (5) Five Years**

#### The County of Prince George

The County of Prince George 9-1-1 department has been a client since before 2010 and uses over 130,000 minutes of telephonic emergency interpretation annually. The County of Prince George is perennially pleased with Voiance's services including our business conduct, responsiveness to client needs, and communications services. They have expressed their pleasure with the Company's services by offering to do a commercial for Voiance.

#### Nashville Metro 9-1-1

The Nashville Metro 9-1-1 department came to Voiance in 2015 after experiencing a level of service that did not meet the department's expectations with another vendor. In addition to their 9-1-1 department, the Company services various Metro Nashville law enforcement agencies and Health and Human Service departments. They were very excited to become a Voiance client and feel that the Company has met and exceeded their expectations. Nashville Metro is utilizing over 46,000 minutes of emergency telephonic interpretation annually.



- **Description of the firm's ability to meet the requirements in Section 3.**

Voiance has been providing reliable, high-quality language services to Clackamas County in the state of Oregon for over three (3) years. We will continue to leverage our audited processes, highly-experienced staff, and emergency and PSAP expertise to deliver comprehensive multilingual services to all The County's departments.

**Services to be provided:**

- **Telephonic and Video interpretation:** Callers can connect to interpreters in a matter of seconds, any time of day or night, with 24/7/365 client services assistance available.
- **On-Site interpretation:** Clackamas can schedule on-site interpreters 24/7/365 through Voiance's client services.
- **Translation and Localization:** Translation projects can be scheduled and monitored 24/7/365 through our secure translation portal.

**Telephonic Interpretation**

Voiance is a leading provider of phone interpretation services for emergency service and PSAP providers across the nation. Clackamas County will continue to achieve their desired call metrics by utilizing the Company's automatic account authentication, customized language selection, and fast connection to trained and certified 9-1-1 interpreters. Voiance will support The County's emergency calls through our contact centers across the country. The Company's infrastructure features extensive system redundancy and the technology to ensure 99.999% system availability.

**Video Interpretation**

Voiance provides both an application for mobile devices to connect with live video and telephonic interpreters and access to video interpretation through any computer that meets our system requirements. The County will continue to log into our online portal through any web browser.

**On-Site Interpretation**

Voiance partners with governments all over the country, including Clackamas County, to provide robust on-site interpreting programs. The Company will continue to offer our efficient solutions for The County. Your Account Manager, Bill Martin will continue to accommodate Clackamas County's requests by providing convenient and reliable on-site interpretation.

**Translation and Localization**

Voiance offers secure translation and localization services that include translation, proofreading, editing, desktop publishing, braille, audio transcription, voice-over, subtitling, and much more. These services are available through the Company's secure, online translation portal available 24/7/365. The portal ensures that Clackamas County's data remains secure and confidential. Voiance currently supports more than one hundred (100) languages for its translation services.

Attached please find Voiance's Language Lists.

# Language List & Alternate Names and Spellings

Our language list contains those coded into our call platform. It also contains Voiance's best attempt to capture the relevant alternative names and spellings of those supported languages, using resources available to Voiance.

The availability of interpreters for some less-frequently-used languages may vary, and increased requests for languages help us gauge demand and may influence interpreter staffing changes. If an interpreter for the language you are looking for is not currently available, your call will route to Client Services for further assistance.

Given that there are roughly 6,500 spoken languages in the world, we can and do regularly add support for new languages based on need. Our goal is not to have a static list of languages but rather to provide dynamic support to meet growing and changing language needs of our clients across the United States.

## A

### Acholi (Sudan-Uganda)

- Acoli
- Acooli
- Akoli
- Atscholi
- Dok Acoli
- Gang
- Lebacoli
- Log Acoli
- Lwo
- Lwoo
- Shuli

### Afghan

- Dari

### Afrikaans

#### Akan

- Fanti
- Ghana
- Twi

#### Akateko

- Acatec
- Acateco
- Conob
- Kanobal
- K'anjob'al
- Q'anob'al
- San Miguel Acatan Kanjobal
- Western Kanjobal
- Western Q'anjob'al

#### Aklan

- Inakeanon
- Aklano
- Aklanon
- Aklanon-Bisayan
- Panay

### Albanian

#### Amharic (Ethiopia)

- Abyssinian
- Amargina
- Amarinya
- Amhara
- Beta Israel
- Ethiopian

#### Apache

- Coyotero

#### Arabic

- Al-Arabiyya
- Al-Fusha
- Literary Arabic

#### Armenian

- Armenian, Eastern
- Armenian, Western
- Armjanski Yazyk
- Ena
- Ermeni Dili
- Ermenice
- Haieren
- Somkhuri

#### Ashanti

- Akan

#### Assyrian

- Assyrian Neo-Aramaic
- Aisorski
- Assyrianci
- Assyriski
- Lishana Aturaya
- Neo-Syriac
- Sooreth
- Suret
- Sureth
- Suryaya Swadaya

#### Azerbaijani

## B

#### Bahasa/Brunei

- Brunei-Kadaian
- Orang Bukit

#### Baluchi

#### Bambara

- Bamanakan
- Bamanankan

#### Banda

#### Bangi

- Bobangi
- Bubangi
- Dzamba
- Lobobangi
- Rebu
- Zamba

#### Bao-an

- Bonan
- Baonan
- Boan
- Manikacha
- Paoan
- Paongan

#### Basque

- Euska
- Euskara
- Euskera
- Euskerie

#### Bassa

#### Belorussian

- Belarusan
- Belarusian
- Bielorussian
- Byelorussian

- White Russian
- White Ruthenian

#### Bemba (Zambia)

- Chibemba
- Chiwemba
- Cibemba
- Ichibemba
- Icibemba
- Wemba

#### Bengali

- Bangala
- Bangla
- Bangla-Bhasa

#### Berber

- Tamazight ,Central Atlas
- Central Shilha
- Middle Atlas Berber
- Moroccan Amazigh
- Shilha
- Tachelhit

#### Bhojpuri

- Bajpuri
- Bhojapuri
- Bhozpuri
- Bihari
- Deswali
- Khotla
- Piscimas

#### Bhutanese

- Bhotia of Bhutan
- Bhotia of Dukpa
- Dzongkha
- Drukha
- Drukke
- Dukpa
- Jonkha
- Rdzongkha



- Zongkhar

#### **Bicol**

- Bikol

#### **Bosnian**

#### **Brazil-Portuguese**

- Portuguese
- Portugues

#### **Bulgarian**

- Balgarski

#### **Burmese**

- Bama
- Bamachaka
- Myanmar
- Myen

## **C**

#### **Cakchiquel**

- Kaqchikel
- Kaqchiquel

#### **Cambodian**

- Khmer

#### **Cantonese**

- Chinese, Yue
- Gwong Dung Waa
- Toisan
- Toishanese
- Yue
- Yueh
- Yuet Yue
- Yueyu

#### **Cape Verdean**

- Portuguese (macro)

#### **Catalan**

- Catala
- Catalan
- Catalan-Valencian-Balear
- Catalonian
- Valencian

#### **Cebuano**

- Binisaya
- Bisayan
- Sebuano
- Segbuanon
- Sugbuhanon
- Visayan

#### **Chaldean**

- Chaldean Neo-Aramaic
- Fallani
- Fellihi
- Kaldaya
- Kildani
- Lishana Kaldaya
- Modern Chaldean

- Neo-Chaldean

- Soorath

- Soorith

- Suras

- Sureth

#### **Chamorro**

- Chamorru
- Tjamoro

#### **Chavacano**

- Chabacano
- Chabakano
- Zamboangueno

#### **Cherokee**

- Tsalagi
- Tsalgi

#### **Chichewa**

#### **Chin**

#### **Chin (Falam)**

- Falam
- Fallam
- Halam
- Hallam Chin

#### **Chin (Hakha)**

- Baungshe
- Haka
- Haka Chin
- Hakha
- Lai
- Lai Chin

#### **Chin (Matu)**

- Nge La

#### **Chin (Tedim)**

- Hai-Dim
- Tedim
- Tiddim
- Zomi

#### **Chin (Zanniat)**

- Chin, Falam
- Falam
- Fallam
- Halam
- Hallam
- Chin

#### **Chin (Zophei)**

- Chin, Zyphe
- Zo-pe
- Zoptei
- Zyphe

#### **Chinese**

#### **Chuj**

- Chuh
- Chuhe
- Chu de San Mateo Ixtatan
- Chue

- Koti

#### **Chungshan**

#### **Chuukese**

- Chuuk
- Lagoon Chuukese
- Ruk
- Truk
- Trukese

#### **Cree**

#### **Creek**

- Muskogee

#### **Crioulo**

#### **Guinea-Bissau Creole**

- Guinea-Bissau Kriyol
- Kriulo
- Kriyol
- Portuguese Creole

#### **Croatian**

- Hrvatski

#### **Czech**

- Bohemian
- Cesky jazyk
- Cestina

## **D**

#### **Dakota**

- Sioux

#### **Danish**

- Dansk
- Rigsdansk

#### **Dari (Afghanistan)**

- Afghan Persian
- Eastern Farsi
- Farsi
- Parsi
- Persian
- Tajik
- Tajiki

#### **Dinka (Sudan)**

#### **Dutch**

- Hollands
- Nederlands

#### **Ebon**

- Edo
- Marshallese

#### **Egyptian Arabic**

- Lower Egypt Arabic
- Masri
- Massry
- Normal Egyptian Arabic

#### **Eritrean**

#### **Eskimo**

- Inupiatun, Northwest Alaska

- Inupiatun

- Northwest Alaska Inupiat

#### **Esperanto**

- Eo
- La Lingvo Internacia

#### **Estonian**

#### **Ethiopian**

- Amharic
- Abyssinian
- Amarigna
- Amarinya
- Amhara
- Beta Israel

#### **Ewe**

- Ebwe
- Efe
- Eibe
- Eue
- Eve
- Gbe
- Krepe
- Krepi
- Popo
- Vhe

## **F**

#### **Fang**

- Pahouin
- Pamue
- Pangwe

#### **Fanti**

- Akan

#### **Farsi**

- Persian, Iranian
- New Persian
- Parsi
- Persian
- West Persian
- Western Farsi

#### **Fijian Polynesian**

- Fijian
- Boumaa Fijian
- Eastern Fijian
- Fiji
- Nadroga
- Standard Fijian

#### **Filipino**

#### **Finnish**

- Suomi

#### **Flemish**

- Vlaams

#### **Fon**

- Dahomeen

- Fongbe

### French

- Français

### French Cajun

- Acadian
- Cadien
- Cajan
- Cajun
- Louisiana French

### French Canadian

### French Creole

### Frisian

- Fries
- Frysk

### Fukienese

- Chao Chow
- Chui Chow
- Fujianese
- Hokkien
- Taechew
- Chinese, Min Nan
- Minnan
- Southern Min
- Taiwanese

### Fulani

- Fulah

### Fuzhou

- Chinese, Min Dong
- Eastern Min
- Foochow

## G

### Ga

- Accra
- Acra
- Amina
- Gain
- Gamei

### Gaddang

- Cagayan

### Gaelic

- Scottish Gaelic
- Albannach Gaidhlig
- Gaidhlig
- Gaidhlig na h-Alba
- Scots Gaelic

### Galician

- Galego
- Gallego

### Gallinya

- Borana
- Oromo, Borana-Arsi-Guji

- Afan Oromo
- Galla
- Galligna
- Southern Oromo

### Gana

- Ganaq
- Ganna
- Keningau Dusun
- Minansut

### Ganda (Uganda)

- Luganda

### Garri

- Ghari

### Georgian

- Common Kartvelian
- Gruzinski
- Kartuli

### German

- Deutsch
- Tedesco

### Grebo

### Greek

- Ellinika
- Graecae
- Grec
- Greco
- Neo-Hellenic
- Romaic

### Guamanian

- Chamorro
- Chamorrru

### Guarani

### Gujarati

- Gujerathi
- Gujerati
- Gujrathi

### Gulf Arabic

- 'Arabi
- Khaliji

### Gwa

## H

### Haitian Creole

- Hakka
- Aiysyen
- Creole
- Haitian
- Kreyol
- Kreyol ayisyen
- Western Caribbean Creole

### Hamer-Banna

- Amar

- Amarcocche
- Amer
- Ammar
- Bana
- Banna
- Beshada
- Cocche
- Hamar
- Hamar-Koke
- Hamer
- Hammer
- Hammercoche
- Kara Kerre

### Hausa

### Hawaii Creole

- Hawaii Pidgin
- Hawaii Creole English
- HCE, Pidgin

### Hebrew

- Israeli
- Ivrit

### Hindi

- Khadi Boli
- Khari Boli

### Hindko

- Hindko, Northern
- Hazara Hindko
- Hindki
- Kagani
- Kaghani
- Hindko, Southern

### Hindustani

- Hindustani, Sarnami
- Caribbean Hindustani

### Hmong

### Hopi

### Huibe

- Hubei

### Huizhou

- Hui
- Huizhou

### Hunanese

- Chinese, Xiang
- Hsiang
- Hunan
- Xiang

### Hungarian

- Magyar

## I

### Ibanag

- Ybanag

### Ibo

- Igbo

### Icelandic

- Islenska

### Ilocano

- Ilokano
- Iloko

### Ilonggo

- Hiligaynon
- Hiligainon
- Ilogo

### Indonesian

- Bahasa Indonesia

### Inupiaq

- North Alaskan Inupiatun
- Northwest Alaska Inupiatun

### Iraqi Arabic

- Arabi
- Iraqi Judeo-Arabic
- Jewish Iraqi-Baghdadi Arabic
- Yahudic

### Italian

- Italiano

## J

### Jakartanese

### Japanese

### Jarai

- Chor
- Cho-Rai
- Chrai
- Djarai
- Gia-Rai
- Gio-Rai
- Jorai
- Mthur

### Javanese

- Djawa
- Jawa

### Jingpho

- Aphu
- Chingpaw
- Chingp'o
- Jinghpaw
- Jinghpo
- Jingphaw
- Kachin
- Phu

### Jula

- Dioula
- Diula

- Djula
- Dyoula
- Dyula
- Jula Kong
- Kong Jula
- Tagboussikan

## K

### Kachchi

- Cuchi
- Cutch
- Kachchhi
- Kachi
- Katch
- Katchi
- Kautchy
- Kutchchi
- Kutchie

### Kamba

- Akamba
- Kekamba
- Kikamba

### Kanjobal

- Q'anjob'al
- Conob
- Eastern Kanjobal
- Eastern Qanjobal
- Kanjobal
- Qanjobal
- Santa Eulalia Kanjobal

### Kannada

- Banglari
- Canarese
- Havyaka
- Kanarese
- Madrassi

### Karen

- Pwo

### Karenni

- Kayah, Eastern
- Kayah
- Karenni
- Kayah Li
- Kayay
- Kayeh
- Red Karen

### Kashmiri

- Cashmeeree
- Cashmiri
- Kacmiri
- Kaschemiri
- Keshur
- Koshur

### Kazakh

- Kaisak
- Kazak
- Kosach
- Qazag

### Khamu

- Kamhmu
- Kammu
- Kamu
- Khamuk
- Khmu'
- Khomu
- Kmhmu
- Lao Terng
- Mou
- Pouteng
- Pu Thenh
- Tenh
- Theng

### Khmer

- Cambodian
- Khmer

### Kikuyu

- Gikuyu
- Gekoyo
- Gigikuyu

### Kinya/Rwanda

- Kinyarwanda
- Hima
- Ikinyarwanda
- Orunyarwanda
- Ruanda
- Rwanda
- Rwandan
- Urunyarwanda

### Kirghiz

- Kyrgyz
- Kara-Kirgiz
- Kirgiz

### Kirundi

- Rundi
- Hima
- Urundi

### Kizigua

- Zigula
- Chizigula
- Kizigula
- Msegua
- Seguha
- Wayombo
- Wazegua
- Zeguha
- Zegura
- Zigoua

- Zigua
- Zigwa

### Kongo

### Korean

- Hanguk Mal
- Hanguk Uh

### Krahn

- Krahn, Western
- Krahn
- Kran
- Northern Krahn
- Western Kran
- Krahn, Eastern
- Eastern Kran
- Kran

### Krio

- Creole
- Patois

### Kru/Krumen

- Krumen, Tepo
- Kroumen
- Southern Krumen
- Southwestern Kroumen

### Kunama

- Baada
- Baaden
- Baaza
- Baazayn
- Baazen
- Bada
- Baden
- Baza
- Bazen
- Cunama
- Diila

### Kurdish

### Kurdish (Badini)

- Kermanci
- Kirmanci
- Kurdi
- Kurmanci
- Kurmanji

### Kurdish (Kurmanji)

- Behdini

### Kurdish (Sorani)

- Kurdish, Central
- Kurdi

## L

### Lahu

- Kaixien
- Kucong
- Kutsong

- Lahuna
- Laki
- Lohei
- Moso
- Muhso
- Mussar
- Musso
- Mussuh
- Namen

### Lakota

- Lakhota
- Lakotiyapi
- Teton

### Lanzhou

### Lao

- Eastern Thai
- Lao Kao
- Lao Wiang
- Lao-Lum
- Lao-Noi
- Laotion
- Laotian Tai
- Lum Lao
- Phou Lao
- Rong Kong
- Tai Lao

### Latvian

### Levantine Arabic

- Arabic, Northern Levantine Spoken
- Lebanese-Syrian Arabic
- North Levantine Arabic
- Syro-Lebanese Arabic

### Lingala

- Ngala

### Lithuanian

- Lietuviskai
- Lietuviu
- Litauische
- Litewski
- Litovskiy

### Loma

- Bouze
- Busy
- Buzi
- Loghoma
- Logoma
- Looma
- Lorma
- Toa

### Luganda

- Ganda

### Luo

- Kavirondo Luo

- Luo
- Nilotic Kavirondo

#### **Luxembourgish**

- Frankish
- Letzburgerisch
- Letzebuergesch
- Luxemburgian
- Luxemburgish
- Moselle Franconian

## M

#### **Maay Somali**

- Af-Maay
- Af-Maay Tiri
- Af-May
- Af-Maymay
- Rahanween
- Rahanweyn

#### **Macedonian**

- Macedonian Slavic
- Makedonski
- Slavic

#### **Magahi**

- Bihari
- Magadhi
- Magaya
- Maghai
- Maghaya
- Maghori
- Magi
- Magodhi
- Megahi

#### **Maithili**

- Apabhramsa
- Bihari
- Matili
- Methli
- Tirahutia
- Tirhuti
- Tirhutia

#### **Malagasy**

#### **Malay**

- Bahasa Malayu
- Colloquial Malay
- Informal Malay
- Local Malay
- Malayu
- Melayu

#### **Malayalam**

- Alealum
- Malayalani
- Malayali

- Malean
- Maliyad
- Mallealle
- Mopia

#### **Malinke**

- Malinka
- Maninga

#### **Maltese**

- Malti

#### **Mam**

- B'anax Mam
- Huehuetenango Mam
- Qyool

#### **Mandarin**

- Beifang Fangyan
- Guanhua
- Guoyu
- Hanyo
- Huayu
- Mandarin
- Northern Chinese
- Putonghua
- Standard Chinese
- Zhongguohua
- Zhongwen

#### **Mandingo**

- Eastern Maninkakan
- Kita Maninkakan
- Konyanka Maninka
- Mandinka
- Sankaran Maninka
- Western Maninkakan

#### **Mandinka**

- Mande
- Manding
- Mandingo
- Mandingue
- Mandinque
- Soce

#### **Mankon**

- Ngemba
- Megimba
- Mogimba
- Mundum
- Ngomba
- Nguemba

#### **Marathi**

- Maharashtra
- Maharathi
- Malhatee
- Marthi
- Muruthu

#### **Marshallese**

- Ebon

#### **Maya**

- Maya, Yucatec
- Maaya
- Maaya t'aan
- Maayaa
- Peninsular Maya
- Yucatan Maya

#### **Mende**

- Boumpe
- Hulo
- Kossa
- Kosso

#### **Mien**

- Iu Mien
- Ban Yao
- Highland Yao
- Man
- Mian
- Mjen
- Myen
- Pan Yao
- Yao
- Yiu Mien
- Youmian

#### **Mina**

- Besleri
- Hina

#### **Mixteco**

- Mixtec

#### **Mixteco Alto**

- Mixtec

#### **Mixteco Bajo**

- Mixtec

#### **Mizo**

- Duhlian Twang
- Dulien
- Hualngo
- Lukhai
- Lusago
- Lusai
- Lusei
- Lushai
- Lushai-Mizo
- Lushei
- Sailau
- Whelngo

#### **Mola**

#### **Moldovan**

- Romanian
- Daco-Rumanian
- Rumanian

#### **Mongolian**

#### **Montagnard Dega/Mon-Khmer Montenegrin**

- Serbian

#### **Moroccan Arabic**

- Colloquial Arabic
- Darija
- Maghrebi Arabic
- Maghribi
- Moroccan Arabic
- Moroccan Colloquial Arabic
- Moroccan Dareja
- Moroccan Darija
- Moroccan Dereja

#### **Mossi**

- Moore
- Mole
- Moose
- More
- Moshi

## N

#### **Nahuatl**

#### **Nanjing**

- Chinese, Mandarin
- Beifang Fangyan
- Guanhua
- Guoyu
- Hanyu
- Huayu
- Mandarin

#### **Northern Chinese**

#### **Putonghua**

#### **Standard Chinese**

#### **Zhongguohua**

#### **Zhongwen**

#### **Navajo**

- Dine
- Navaho

#### **Ndebele**

- Isinde'bele
- Ndebele of Zimbabwe
- Northern Ndebele
- Sindebele
- Tabele
- Tebele

#### **Neapolitan**

- Napoletano-Calabrese
- Neapolitan-Calabrese

#### **Nepali**

#### **Norwegian**

- Norsk

#### **Nuer (Sudan)**



- Naadh
- Naath

## O

### **Oromo (Ethiopia)** **Ouatchi**

- Gbe, Waci
- Wachi
- Waci
- Waci-Gbe
- Watyi

## P

### **Paluan**

#### **Pampango**

- Pampangang
- Kapampangang
- Pampangueno

#### **Pangasinan**

#### **Papiamento**

- Papiamentu
- Curacoleno
- Curassese
- Papiamen
- Papiamentoe

#### **Pashto (Afghanistan)**

- Pashto, Southern
- Kandahar Pashto
- Qandahar Pashto
- Southwestern Pashto

#### **Pennsylvania Dutch**

- German, Pennsylvania
- Pennsylvania Deitsh
- Pennsylvanish

#### **Persian**

#### **Pohnpeian**

- Ponapean

#### **Polish**

- Polnisch
- Polski

#### **Polynesian**

#### **Portuguese**

- Azorean Portuguese
- Portugues

#### **Portuguese Creole**

- Crioula, Upper Guinea
- Guinea-Bissau Creole
- Guinea-Bissau Kriyol
- Kriulo

- Kriyol

#### **Pothohari**

- Mirpuri
- Pahari-Potwari
- Chibhali
- Dhundi-Kairali
- Potohari
- Potwari

#### **Pulaar**

- Peul
- Peulh
- Pulaar Fulfulde

#### **Punjabi**

- Punjabi, Western
- Lahanda
- Lahnda
- Lahndi
- Panajabi
- Panabi Proper
- Punjabi
- Punjapi
- Shahmukhi
- Punjabi, Eastern
- Eastern Panjabi
- Gurmukhi
- Gurmukhi

#### **Purepecha/Tarasco**

- Eastern Lake Purepecha
- P'orhe
- P'orhepecha
- P'urhe
- P'urhepecha
- Phorhepecha
- Porhe
- P'orhepecha
- Purepecha de la Zona Lacustre
- P'urhepecha
- Tarascan
- Tarasco

## Q

#### **Quechua**

#### **Quiche**

- K'iche'
- Central K'iche'
- Central Quiche
- Chiquel
- Qach'abel

## R

#### **Rohingya**

- Rohinja
- Ruwainggya

#### **Romani**

#### **Romanian**

- Daco-Rumanian
- Moldavian
- Rumanian

#### **Russian**

- Russki

## S

#### **Samoan**

- Gagana Samoa

#### **Saraiki**

- Bahawalpuri
- Seraiki
- Siraiki

#### **Saudi Arabic**

- Arabic, Najdi Spoken

#### **Senegalese**

- Wolof, Gambian

#### **Serbian**

- Montenegrin

#### **Serbo-Croatian**

#### **Shanghaiese**

- Chinese, Wu
- Jiangnan hua
- Jiangsu-Zhujiang hua
- Jiangzhe hua
- Wu
- Wuyue

#### **Sichuan/Szechuan**

#### **Sicilian**

- Calabro-Sicilian
- Sicilanu
- Siculo

#### **Sierra Leone Creole**

- Krio
- Creole
- Patois

#### **Sindi**

- Sindhi

#### **Sinhala**

- Cingalese
- Singhala
- Singhalese
- Sinhalese

#### **Slovak**

- Slovakian

- Slovincina
- Slovensky Jazyk

#### **Slovenian**

- Slovene
- Slovincina

#### **Somali**

#### **Soninke**

- Sonike (Maraka)
- Soninke (Sarakole)
- Soninke (Sarahuleh)
- Aswanek
- Aswanik
- Azer

- Ceddo

- Cheddo

- Gangara

- Genger

- Kwara

- Maraka

- Marka

- Markaajo

- Markakan

- Sarakole

- Sarakolle

- Sarakule

- Sarakulle

- Sarangkole

- Sarangkolle

- Saraxuli

- Sebbe

- Serahule

- Serecole

- Sooninkanxanne

- Sooninke

- Wakkore

- Wankara

#### **Spanish**

- Castellano

- Castilian

- Espanol

#### **Suchown**

#### **Sudanese Arabic**

- Arabic, Sudanese Spoken
- Khartoum Arabic

#### **Susu/Soso**

- Sose
- Soso
- Soussou
- Susoo

#### **Swahili**

- Swahili (Kibajuni)
- Kiswahili
- Bajun
- Kisuaheli

**Swedish**

- Ruotsi
- Svenska

**Sylheti**

- Sileti
- Siloti
- Srihattia
- Sylhetti
- Sylhetti Bangla
- Syloti
- Syloty

**T**
**Tadzhik**

- Tajiki
- Galcha
- Tajik
- Tajiki Persian
- Tojiki

**Tagalog**
**Tamil**

- Damulian
- Tamal
- Tamalsan
- Tambul
- Tamili

**Telugu**

- Andhra
- Gentoo
- Tailangi
- Telangire
- Telegu
- Telgi
- Tengu
- Terangi
- Tolangan

**Temne**

- Themne
- Temen
- Timene
- Timmannee
- Timne

**Thai**

- Bangkok Thai
- Central Thai
- Siamese
- Standard Thai
- Thai Klang
- Thaiklang

**Tibetan**

- Tibetan, Central
- Bhotia

- Dbus
- Dbusgsang
- Phoke
- U
- Wei
- Weizang
- Zang

**Tigrigna (Eritrea)**

- Beta Israel
- Tigray
- Tigrinya

**Tohono O'Odham**

- Nebome
- Nevome
- O'odham
- O'othham
- Papago-Pima
- Tohono O'otham
- Upper Piman

**Tongan**

- Faka Tonga

**Triqui**

- Trique

**Tshiluba**

- Luba-Kasai
- Bena-Lulua
- Ciluba
- Luba-Lulua
- Luva
- Western Luba

**Turkish**

- Anatolian
- Turkce
- Turkisch

**Twi**

- Akan

**U**
**Ukrainian**
**Urdu**

- Pakistani

**Uyghur**

- Uighuir
- Uighur
- Uiguir
- Uygur
- Weiwu'er
- Wiga

**Uzbek**
**V**
**Vietnamese**

- Annamese
- Ching
- Gin
- Jing
- Kinh
- Viet

**W**
**Waray-Waray**

- Binisaya
- Samaran
- Samareno
- Samarenyo
- Samar-Leyte
- Waray

**Welsh**
**Wolof**
**Wuxinese**
**X**
**Xhosa**

- Cauzuh
- Isixhosa
- Koosa
- Xosa

**Y**
**Yapese**
**Yemeni Arabic**

- Judeo-Yemeni
- Yemenite Judeo-Arabic

**Yiddish**
**Yoruba**

- Yariba
- Yooba

**Yucateco**

- Yucatec

**Yugoslavian**
**Yupik**

- Yupik, Central Siberian
- Bering Strait Yupik
- Saint Lawrence Island Eskimo
- Yupik, Naukan
- Naukan

- Naukanski
- Nevuqaq
- Yupik, Central
- Central Alaskan Yupik
- Yupik, Sirenik
- Old Sirenik
- Sirenik
- Sirenikski
- Vuteen

**Z**
**Zambal**

- Sambali

**Zande**

- Asande
- Azande
- Badjande
- Bazenda
- Pazande
- Sande
- Zandi

**Zapoteco**
**Zarma**

- Adzerma
- Djerma
- Dyabarma
- Dyarma
- Dyerma
- Zabarma
- Zarbarma
- Zarmaci

**Zomi**

- Zo
- Jou
- Yo
- Yos
- Zoham
- Zome
- Zou
- Zou Chin

**Zulu**

- Isizulu
- Zunda

# Video Interpretation Languages

The following sample availability selection of Video Interpretation languages are serviced from our large-scale US interpreter contact centers.

- Albanian
- American Sign Language
- Amharic
- Arabic
- Armenian
- Bengali
- Brazilian Portuguese
- Burmese
- Cambodian
- Cantonese
- Farsi
- French
- French Creole
- Haitian Creole
- Hindi
- Italian
- Japanese
- Karen
- Kinyarwanda
- Korean
- Mandarin
- Nepali
- Polish
- Punjabi
- Russian
- Somali
- Spanish
- Swahili
- Tagalog/ Filipino
- Tigrigna
- Urdu
- Vietnamese

*Last updated Feb 22, 2018*

*With hundreds of languages more available over the phone.*



## Video Interpretation

# Translation & Localization Language List

Our language list is extensive but not exhaustive. Frequently requested languages are represented; however, we regularly accommodate additional languages as needed.

Afrikaans	Flemish	Latin	Slovak
Albanian	French	Latvian	Slovene
Amharic	French Canadian	Lithuanian	Somali
Arabic	Gaelic	Macedonian	Sotho
Armenian	Georgian	Malay	Spanish
Azerbaijani	German	Marathi	Swahili
Azeri	Greek	Moldavian	Swedish
Belarusian	Gujarati	Nepali	Tagalog
Bengali	Haitian Creole	Norwegian	Tajik
Bosnian	Hebrew	Nyanja	Tamil
Bulgarian	Hindi	Pangasinan	Telugu
Burmese	Hmong	Panjabi	Thai
Cambodian (Khmer)	Hungarian	Pashto	Tigrinya
Catalan	Icelandic	Pohnpeian	Trukese
Chinese (Simplified)	Indonesian	Polish	Turkish
Chinese (Traditional)	Italian	Portuguese (Brazil)	Turkmen
Croatian	Japanese	Portuguese (Eur)	Ukrainian
Czech	Javanese	Punjabi	Urdu
Danish	Kannada	Romanian	Uzbek
Dari	Kazakh	Russian	Vietnamese
Dutch	Korean	Samoan	Welsh
Estonian	Kurdish	Serbian	Yao
Farsi	Kyrgyz	Serbo-Croatian	Yiddish
Finnish	Laotian	Sinhalese	Zulu





- **Description of what distinguishes the firm from other firms performing a similar service.**

Voiance's operating model will continue to ensure quality and security for Clackamas County by providing the most extensive network of secure interpreter contact centers in the industry. The Company offers premium service to emergency services and 9-1-1 agencies. This includes priority routing, where Voiance places emergency services/9-1-1 calls at the top of the queue ahead of standard calls. Across all languages and clients, we connect nearly 90% of 9-1-1 calls to an interpreter in ten (10) seconds or less. Voiance measures connection time as the time between language selection and the moment when an interpreter gets on the line.

The primary strengths that set Voiance apart from other providers are:

- The Company is PCI-compliant and audited under the ISO 9001:2008 standard
- We provide 24/7/365 interpretation services through our network of large-scale employee interpreter contact centers, all located within the U.S.
- Our employee interpreters are highly trained, certified, and continually monitored for quality
- The American Hospital Association (AHA) and the American Dental Association (ADA) exclusively endorse the Company's interpretation solutions
- Our employees are HIPAA compliant
- We currently support hundreds of languages for telephonic interpretation and continue to add more as needs arise
- Our client service representatives are available 24/7/365, via phone, email, online chat, or web form submission

We mitigate risk across our business structure through a robust methodology, including:

- An extensive disaster recovery strategy
- Secure language solutions
- Redundant infrastructure
- Highly secure facilities

Attached please find Voiance's 9-1-1- Information Sheet for more on what distinguishes the Company from other firms.

# THE LEADING PROVIDER OF INTERPRETING SERVICES FOR PSAPS AND PUBLIC SAFETY

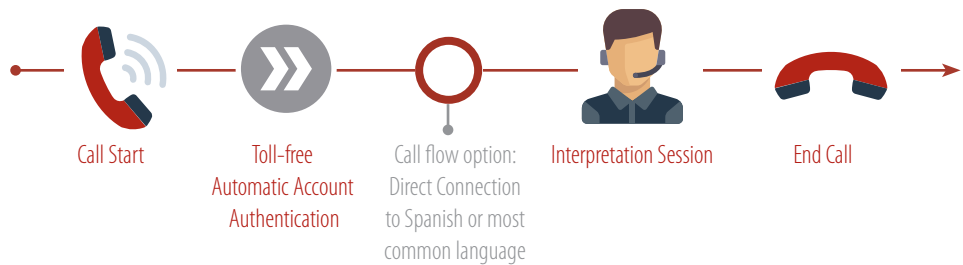
Voiance, a division of CyraCom, serves hundreds of PSAPs through the most extensive network of large-scale US interpreter contact centers. We operate 24/7/365 and support hundreds of languages.

We believe our centers - and the controlled processes that take place within them - best position Voiance to address critical PSAP priorities such as:

## IMPROVED TIME TO DISPATCH VIA FAST INTERPRETER CONNECTIONS

### Priority Connect – 9-1-1 Calls Take Priority

Your 9-1-1 calls will receive priority queuing, placing them at the front of the interpreter queue. In 2016, we connected emergency calls to interpreters in *under three seconds*, on average.



### Fast Interpreter Connections with a Shortened Call-in Process

Your calls to Voiance reach our interpreters in fewer steps: Dial in, let our system auto-authenticate your account, and select your language. We can customize this process to meet your PSAP's particular needs.

### Scheduled Employee Interpreters for Night and Weekend Coverage

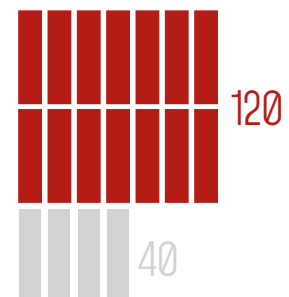
You need interpreters available when emergency call volume spikes – nights and weekends. We employ thousands of certified employee interpreters in large-scale US contact centers. Their employee status enables us to analyze trends and schedule interpreters to match your PSAP's needs. Competitors who rely primarily on at-home, independent contractor interpreters cannot lawfully require them to work particular hours, and this may leave gaps on nights and weekends.

## FAST, ACCURATE CALL CLASSIFICATION AND LOCATION FROM 9-1-1 CERTIFIED INTERPRETERS

If your PSAP uses interpretation services, are their interpreters certified to handle 9-1-1 calls?

Employing interpreters in large-scale US contact centers enables us to train them. We provide 120 hours of on-site, in-person, interactive classroom training, ending in oral and written testing and certification. Our certified 9-1-1 interpreters deliver critical information quickly and accurately. Our dedicated 9-1-1 training module - completed by every employee interpreter - includes:

*Our standardized, in-person training is three times longer than typical in the industry.*



Quickly obtaining location and address of the emergency



Interpreting pre-arrival instructions, including CPR



Matching dispatcher's urgency and tone













Speaking with children

Interpreters also undergo training in anatomy and physiology, medical procedures, common medical conditions and medical terminology. After certification, they receive continuing education and regular quality monitoring for accuracy and professionalism.

## DOES VOIANCE COMPARE TO YOUR CURRENT PHONE AND VIDEO INTERPRETATION PROVIDER?

Use this checklist to compare Voiance and our large-scale US interpreter contact center model for PSAPs and public safety to your current (or other potential) vendor:

Features	Voiance	Current Vendor
 Emergency services/9-1-1 client calls are given priority routing and placed ahead of standard calls in the queue.	✓	
 IT representative available to explain priority routing process in detail.	✓	
 Automated account authentication options available, avoiding time-consuming manual entry of data or codes, as well as potential errors.	✓	
 Emergency services/9-1-1 references available to discuss and confirm claimed connection times and general service.	✓	
 Dedicated workforce management team with ability to schedule employee interpreters to ensure speed of connection goals are met.	✓	
 Workforce management and employee interpreter operations (rather than independent contractors) are verifiable through site visits, video, or pictures.	✓	
 Employee interpreters work in large-scale, (more than 50 seats) contact centers in the United States.	✓	
 All calls are answered and interpreted in the United States. No calls are transferred off-shore.	✓	
 Service quality and consistency are independently verified by organizations such as ISO.	✓	
 Infrastructure is reliable, secure, and located in the US.	✓	
 Implementation support is available to ensure your PSAP transitions smoothly.	✓	
 Dedicated account management to answer questions, improve efficiency, and maximize value is included in the per-minute price.	✓	
 Online reporting empowers your PSAP to track utilization and ensure monthly billing is accurate.	✓	

**Contact Voiance today to learn more out our phone and video interpretation solutions.**

[www.voiance.com](http://www.voiance.com) | 866-742-9080, ext. 1 | [getstarted@voiance.com](mailto:getstarted@voiance.com)



## 5.3 Scope of Work

- **Proposers are required to attach Exhibit D, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.**

Attached please find Exhibit D: Spreadsheet of Languages.

## Section 6 Rate Schedule

Name of Firm/Individual: Voiance Language Services, LLC

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing?     Yes     No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>	Available	N/A	Available	N/A
<b>Acholi</b> – <i>Uganda, Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Afrikaans</b> – <i>South Africa, Namibia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Akan</b> – <i>Ghana, Ivory Coast</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Akateko</b> – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Albanian</b> – <i>Albania</i>	Availability dependent upon interpreters within the	Available	Available	Available

	local region			
<b>Algerian Arabic</b> – <i>Algeria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Amharic</b> – <i>Ethiopia</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A
<b>Arabic</b> – <i>Widely Distributed</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Armenian</b> – <i>Armenia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Assyrian</b> – <i>Iraq</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Azerbaijani</b> – <i>Azerbaijan</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Azorean Portuguese</b> – <i>Azores Islands</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Bahnar</b> – <i>Vietnam</i>	Availability dependent	N/A	N/A	N/A

	upon interpreters within the local region			
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Bambara</b> – <i>Mali</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Belarusan</b> – <i>Belarus</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Bengali</b> – <i>Bangladesh, India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Brazilian Portuguese</b> – <i>Brazil</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Bulgarian</b> – <i>Bulgaria</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Burmese</b> – <i>Myanmar (former Burma)</i>	Availability dependent upon interpreters within the	Available	N/A	Available

	local region			
<b>Cambodian (Khmer) – Cambodia</b>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Cantonese – China</b>	Availability dependent upon interpreters within the local region	Available	Available	N/A



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole) –<i>Cape Verde</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Catalan – <i>Andorra, Spain</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Cebuano – <i>Philippines</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Chaldean – <i>Iraq</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Chamorro – <i>Guam</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Chaozhou (Teochew) – <i>China</i></b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Chin – <i>Myanmar (former Burma)</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Chinese (var. languages/dialects) – <i>China</i></b>	Availability dependent upon interpreters within the local region	Available	N/A	Available

<b>Chuukese (Trukese) – Micronesia</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Croatian – Croatia</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Czech – Czech Republic</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Danish – Denmark</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Dari (Afgan Farsi) – Afghanistan</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Dene – Canada</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Dewoin – Liberia</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Dinka – Sudan</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Duala – Cameroon</b>	Availability dependent upon	Available	N/A	N/A

	interpreters within the local region			
<b>Dutch</b> – <i>Netherlands</i>	Availability dependent upon interpreters within the local region	Available	N/A	\$ Available
<b>Egyptian Arabic</b> – <i>Egypt</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Estonian</b> – <i>Estonia</i>	Availability dependent upon interpreters within the local region	Available	N/A	\$0.20 per word
<b>Filipino (Tagalog)</b> – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Finnish</b> – <i>Finland</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Flemish</b> – <i>Belgium</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>French Creole</b> – <i>Caribbean</i>	Availability dependent upon interpreters within the local region	Available	Available	Available

<b>Fukienese</b> – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Fuzhou</b> – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Ga</b> – <i>Ghana</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Gen (Mina)</b> – <i>Togo, Benin</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>German</b> – <i>Germany</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Gokana (Khana)</b> – <i>Nigeria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Greek</b> – <i>Greece</i>	Availability dependent upon	Available	N/A	Available

	interpreters within the local region			
<b>Gujarati – India</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Haitian Creole – Haiti</b>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Haka Burmese – Myanmar (former Burma)</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Hmong – China, Vietnam, Laos</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Hungarian – Hungary</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Hakka – China</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Ibo (Igbo)</b> – <i>Nigeria</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Ilocano</b> – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Hebrew</b> – <i>Israel</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Hindi</b> – <i>India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Iraqi Arabic</b> – <i>Iraq</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Italian</b> – <i>Italy</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Japanese</b> – <i>Japan</i>	Availability	Available	Available	Available

	dependent upon interpreters within the local region			
<b>Jarai – Vietnam</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Javanese – Indonesia</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Jordanian Arabic – Jordan</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Juba Arabic – Sudan</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Kanjobal (Q’anjob’al) – Guatemala</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Kannada – India</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Kapampangan – Philippines</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Karen (Pa’o, S’gaw) – Myanmar (former Burma)</b>	Availability dependent upon interpreters	Available	Available	N/A

	within the local region			
<b>Kayah</b> – <i>Myanmar (former Burma)</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Kinyarwanda</b> – <i>Rwanda</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A
<b>Kirundi</b> – <i>Burundi</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Koho</b> – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Korean</b> – <i>Korea</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Kpele</b> – <i>Guinea, Liberia</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>	Availability	N/A	N/A	N/A



	dependent upon interpreters within the local region			
<b>Lao – Laos</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Latvian – Latvia</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Lebanese Arabic – Lebanon</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Lingala – Congo, Republic of the</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Lithuanian – Lithuania</b>	Availability dependent upon interpreters within the local region	Available	N/A	\$0.18
<b>Luganda – Uganda</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Luo – Kenya</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Maay (Af Maay, Rahanween, Bantu) –Somalia</b>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
<b>Macedonian</b> – <i>Macedonia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Malay</b> – <i>Malaysia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Malayalam</b> – <i>India</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Malinke</b> – <i>Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mam</b> – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mandarin</b> – <i>China</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Marathi</b> – <i>India</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Marshallese</b> – <i>Marshall Islands</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mien</b> – <i>China, Laos, Thailand</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mina (Gen)</b> – <i>Togo, Benin</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Minangkabau</b> – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Mixteco Alto</b> – <i>Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Mixteco Bajo</b> – <i>Mexico</i>	Availability	Available	N/A	N/A

	dependent upon interpreters within the local region			
<b>Mnong</b> – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Mongolian</b> – <i>Mongolia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Moroccan Arabic</b> – <i>Morocco</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Nahuatl</b> – <i>Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Nepalese</b> – <i>Nepal, India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Nuer</b> – <i>Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Oromo</b> – <i>Ethiopia</i>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Pangasinan</b> – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Papiamentu</b> – <i>Netherlands Antilles</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Pashto (Pushto)</b> – <i>Pakistan, Afghanistan</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Russian</b> – <i>Russia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Samoan</b> – <i>Samoa</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Polish</b> – <i>Poland</i>	Availability	Available	Available	N/A

	dependent upon interpreters within the local region			
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>San Miguel</b> – <i>Mexico</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Santa Eulalia</b> – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Saraiki</b> – <i>Pakistan, India</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Serbian</b> – <i>Serbia, Montenegro</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Serbo-Croatian</b> – <i>Balkans</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Shanghainese</b> – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Sichuan (Szechuan)</b> – <i>China</i>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
<b>Sinhalese</b> – <i>Sri Lanka</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Slovak</b> – <i>Slovakia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Somali</b> – <i>Somalia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Soninke (Serahule)</b> – <i>Mali</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>	Availability dependent upon interpreters within the local region	Available	Available	Available

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Susu</b> – <i>Guinea</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Swedish</b> – <i>Sweden</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Syrian Arabic</b> – <i>Syria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Tagalog (Filipino)</b> – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Tai Dam</b> – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Taiwanese</b> – <i>Taiwan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Tamil</b> – <i>India</i>	Availability	Available	N/A	Available



	dependent upon interpreters within the local region			
<b>Telugu – India</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Teochew (Chaozhou) – China</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Thai – Thailand</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Tibetan – China</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Tigrigna (Tigrinya) – Ethiopia,</b>	Availability dependent upon interpreters within the local region	Available	Available	Available
<i>Eritrea</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Toishanese – China</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Tongan – Tonga</b>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
<b>Trukese (Chuukese) – Micronesia</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Tunisian Arabic – Tunisia</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Turkish – Turkey</b>	Availability dependent upon interpreters within the local region	Available	N/A	\$0.20 per word
<b>Twi – Ghana</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Tzotzil – Mexico</b>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
<b>Ukrainian – Ukraine</b>	Availability dependent upon interpreters within the local region	Available	N/A	Available
<b>Urdu – Pakistan, India</b>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Vietnamese – Vietnam</b>	Availability dependent upon interpreters within the local region	Available	Available	Available
<b>Wolof – Senegal</b>	Availability	Available	N/A	N/A

	dependent upon interpreters within the local region			
<b>Xhosa – South Africa</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
<b>Yemeni Arabic – Yemen</b>	Availability dependent upon interpreters within the local region	Available	N/A	N/A



- **Provide detailed project approach to execute these services.**

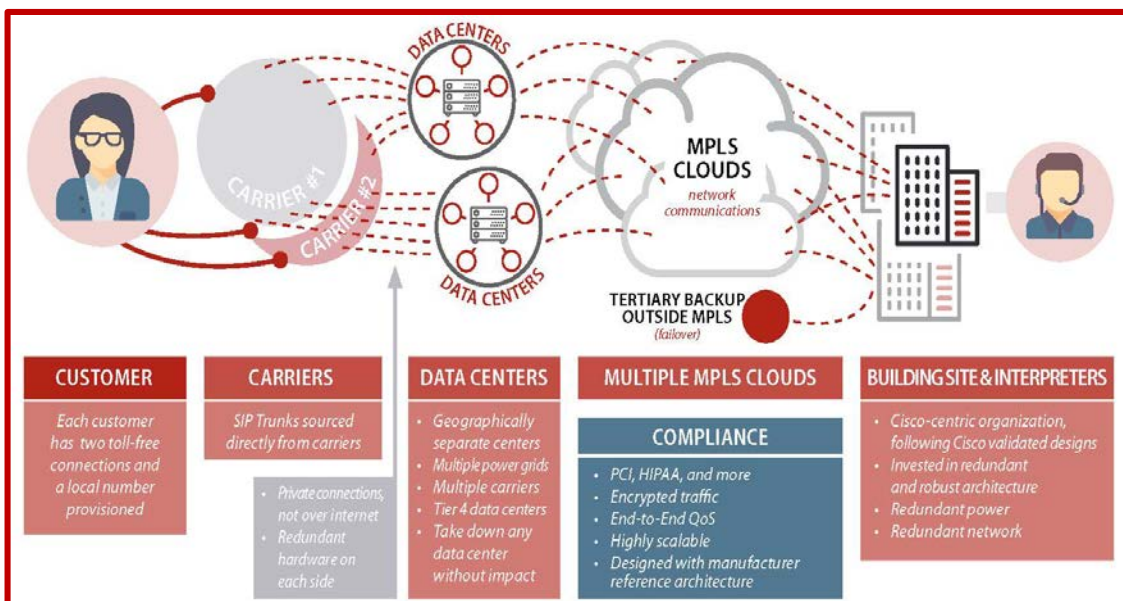
Below is our approach to delivering the services requested by Clackamas County:

**Telephonic and Video Interpretation Approach**

Voiance will continue to provide The County with highly trained and certified employee interpreters that work from within its network of secure, large-scale interpreter contact centers across the country. Interpreters will be available 24/7/365 and support hundreds of languages, including American Sign Language.

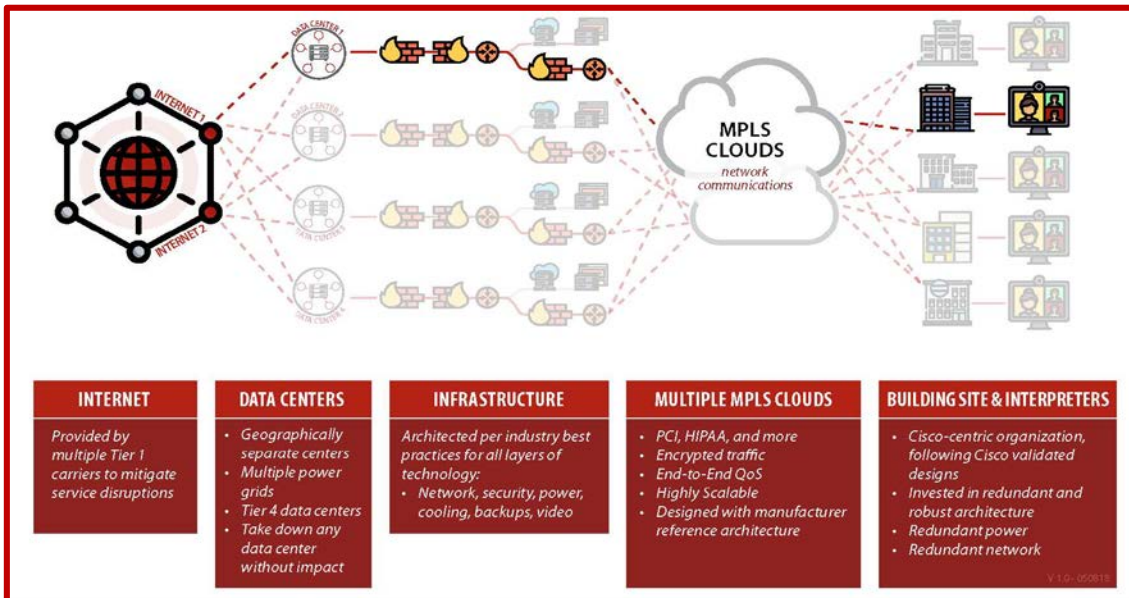
Please see the attached examples of Voiance’s telephonic and video interpretation processes.

**Telephonic Interpretation Process**





### Remote Video Interpretation Process



### On-Site Interpretation Approach

Clackamas County’s staff will continue to schedule on-site interpretation by contacting client services via phone or email 24/7/365. For on-site interpretation, Voiance’s consultative approach helps clients plan and budget efficiently. The Company will work with The County to analyze and determine language needs, appointment type, and frequency of use.

Please see the attached example of Voiance’s on-site interpretation process.

### On-Site Interpretation Process





### **Translation and Localization Approach**

Voiance will deliver secure, private, and expert translation services, in virtually any file format. Our ability to consistently and reliably handle turnaround volumes of 2,000 to 3,000 words per day if needed is renowned in the translation industry.

Please see the attached example of Voiance’s translation and localization process.

### **Translation and Localization Process**

#### **What Translation Steps Does Voiance Take?**

In order to assure high-quality, turnkey deliverables, Voiance’s translation process involves several steps after initial submission of the project:



#### **Step 1: Scoping**

A highly-skilled project manager scopes the project and recommends the most efficient workflow, mentioning any potential linguistic or cultural concerns to the client.



#### **Step 2: Translation, Editing, & Proofing**

Separate, qualified linguists with requisite subject matter expertise translate, edit, and proofread throughout the project. Reviews from multiple linguists help ensure that translation projects meet high quality standards.

The project manager reviews the project according to the client’s style guide. This step is meant to ensure consistency and uniformity of voice before the project is sent for client review.



#### **Step 3: Client Review**

Voiance submits a final draft to clients for review, approval or providing any feedback before publication.



#### **Step 4: Closure**

If there is feedback, final edits are made and the final version of the document provided. All translations are stored in professional Translation Memory software to reduce costs and increase speed on future projects.





## **Training and Assessment Strategy/Methodology**

### **Telephonic Interpretation**

Voiance's 9-1-1 interpretation services feature highly-trained employee interpreters. After 120 hours of classroom training in large-scale interpreter contact centers, they receive certification for interpreting 9-1-1 calls. The Company's 9-1-1 interpreters receive training for specific skills, including the following:

- Quickly obtaining location and address of emergency
- Interpreting pre-arrival instructions, including CPR
- Matching dispatcher's urgency and tone
- Speaking with children

Topics emphasized in 9-1-1 training include:

- Medical emergencies and accidents
- Domestic violence and other violent crime
- Missing persons reports and identifying dead bodies
- Home invasion, burglary, reporting stolen goods

The training course includes forty (40) hours of supervised practicum. Throughout the practicum, each participant services live interpretation calls under the guidance and supervision of a trained interpretation coach.

Voiance offers tools designed to train and assess client staff in interpretation, including a language proficiency assessment and an interpreter skills development training course.

### **On-Site Interpretation**

Voiance recruits and tests interpreters to ensure they are professionally fluent in both English and the target language. They must also clearly have the necessary abilities to interpret from one (1) language to the other.

The Company employee interpreter candidates are required to complete a 120-hour interpreter certification training course, which includes, but is not limited to, specific industry terminologies, insurance nomenclature, cultural brokering and sensitivity, and many more relevant topics. Upon completion of this course, each candidate is rigorously tested and must demonstrate a strong command of industry-recognized competencies that are necessary to perform interpretation accurately. Additionally, we require employee interpreters to take an average of four (4) continuing education modules each month that cover enhanced topics, including client-specific training.

Our quality monitoring team ensures high call quality by:

- Conforming to the International Organization for Standardization (ISO) 9001:2008 standard for Quality Management Systems
- Certifying under the ISO 13611:2014 Community Interpreting Guidelines
- Evaluating each employee interpreter, a minimum of twelve (12) times per month on a pass/fail basis



## **Translation and Localization**

Voiance ensures that all of its translators possess at least five (5) years' experience in the requested field of translation. The company verifies this information during the vetting and onboarding process.

Voiance vets all translator candidates through the following process:

### ***Phase 1 -- Initial Translator Qualification***

Candidates must meet or exceed the following requirements:

- High proficiency in target language as a native speaker
- Minimum five (5) years' experience as a professional translator/reviewer
- Degree and/or certification for translation from a recognized authority (such as American Translators Association)
- Reference verification

### ***Phase 2 -- Performance Evaluation***

Translators receive an assessment, which is evaluated using a proprietary scoring matrix based on the Localization Industry Standards Association (LISA) scoring formula. On this assessment, they must demonstrate the following:

- Accuracy of translations
- Adherence to terminology
- Correct style
- Localization to the audience
- Consistency

### ***Phase 3 -- Pilot Project Testing***

Before translators can work on their first Company project, they must undergo a complete background check and sign a non-disclosure agreement and contract. Their pilot project is thoroughly reviewed to ensure the quality seen during the initial assessment carries over to live projects.

### ***Phase 4 -- Ongoing Quality Monitoring***

Regularly scheduled tracking, testing, and re-qualification of translators takes place under the Company's ISO 17100:2015 translation services certification. Any translator who does not meet re-qualification standards may face immediate removal from the Company's resource pool.

Voiance's four (4) phase translator qualification process was created to adhere to the leading industry standards for translation and localization, including ISO 9001:2008 and ISO 17100:2015 standards.

The Company provides language assessments and interpreter skills development courses formulated to educate client staff in interpretation.





- **Provide a timeline for your services**

Voiance values its relationship with Clackamas County and will continue to provide The County with the highest level of language services. Since Clackamas County is a current client, implementation of additional or enhanced services will be seamless. Setting up new services, such as translation, is as simple as acquiring log-in credentials and logging into Voiance's secure translation portal.

Clackamas County's staff can request an on-site interpreter or schedule training and assessment by calling Voiance's client services 24/7/365. Account Manager Bill Martin will continue to work directly with The County's staff to address your multilingual service needs.



## 5.4 Fees – Complete the attached Fee Schedule, Exhibit D

- **The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.**

Attached please find Exhibit D: Fee Schedule.

## Section 6 Rate Schedule

Name of Firm/Individual: Voiance Language Services, LLC

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing?     Yes     No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>	\$75.00/hr	N/A	\$0.95/m	N/A
<b>Acholi</b> – <i>Uganda, Sudan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Afrikaans</b> – <i>South Africa, Namibia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Akan</b> – <i>Ghana, Ivory Coast</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Akateko</b> – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Albanian</b> – <i>Albania</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.17 per word
<b>Algerian Arabic</b> – <i>Algeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Amharic</b> – <i>Ethiopia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Arabic</b> – <i>Widely Distributed</i>	65.00/hr	\$0.65/m	\$0.65/m	\$0.19 per word
<b>Armenian</b> – <i>Armenia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.15 per word
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Assyrian</b> – <i>Iraq</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Azerbaijani</b> – <i>Azerbaijan</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Azorean Portuguese</b> – <i>Azores Islands</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Bahnar</b> – <i>Vietnam</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Bambara</b> – <i>Mali</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Belarusan</b> – <i>Belarus</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Bengali</b> – <i>Bangladesh, India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Brazilian Portuguese</b> – <i>Brazil</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.17 per word
<b>Bulgarian</b> – <i>Bulgaria</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Burmese</b> – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	N/A	\$0.22 per word
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.21 per word
<b>Cantonese</b> – <i>China</i>	65.00/hr	\$0.65/m	\$0.65/m	N/A

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole) –Cape Verde</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Catalan – Andorra, Spain</b>	\$70.00/hr	\$0.65/m	N/A	\$0.24 per word
<b>Cebuano – Philippines</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Chaldean – Iraq</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Chamorro – Guam</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Chaozhou (Teochew) – China</b>	\$70.00/hr	N/A	N/A	N/A
<b>Chin – Myanmar (former Burma)</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Chinese (var. languages/dialects) – China</b>	\$70.00/hr	\$0.65/m	N/A	\$0.17 per word
<b>Chuukese (Trukese) – Micronesia</b>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Croatian – Croatia</b>	\$70.00/hr	\$0.65/m	N/A	\$0.19 per word
<b>Czech – Czech Republic</b>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Danish – Denmark</b>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>Dari (Afgan Farsi) – Afghanistan</b>	\$70.00/hr	\$0.65/m	N/A	\$0.21 per word
<b>Dene – Canada</b>	\$70.00/hr	N/A	N/A	N/A
<b>Dewoin – Liberia</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Dinka – Sudan</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Duala – Cameroon</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Dutch – Netherlands</b>	\$70.00/hr	\$0.65/m	N/A	\$0.21 per word
<b>Egyptian Arabic – Egypt</b>	\$70.00/hr	N/A	N/A	N/A
<b>Estonian – Estonia</b>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Filipino (Tagalog) – Philippines</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Finnish – Finland</b>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>Flemish – Belgium</b>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>French – Africa, Canada, France, Tunisia, et al.</b>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>French Creole – Caribbean</b>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>Fukienese – China</b>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal</b>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Fuzhou – China</b>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Ga – Ghana</b>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Gen (Mina) – Togo, Benin</b>	\$70.00/hr	N/A	N/A	N/A
<b>German – Germany</b>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>Gokana (Khana) – Nigeria</b>	\$70.00/hr	N/A	N/A	N/A
<b>Greek – Greece</b>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Gujarati – India</b>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Haitian Creole – Haiti</b>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
<b>Haka Burmese – Myanmar (former Burma)</b>	\$70.00/hr	N/A	N/A	N/A
<b>Hmong – China, Vietnam, Laos</b>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Hungarian – Hungary</b>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Hakka – China</b>	\$70.00/hr	N/A	N/A	N/A

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Ibo (Igbo)</b> – <i>Nigeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Ilocano</b> – <i>Philippines</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Hebrew</b> – <i>Israel</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Hindi</b> – <i>India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>Iraqi Arabic</b> – <i>Iraq</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Italian</b> – <i>Italy</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.16 per word
<b>Japanese</b> – <i>Japan</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
<b>Jarai</b> – <i>Vietnam</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Javanese</b> – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Jordanian Arabic</b> – <i>Jordan</i>	\$70.00/hr	N/A	N/A	N/A
<b>Juba Arabic</b> – <i>Sudan</i>	\$70.00/hr	N/A	N/A	N/A
<b>Kanjolal (Q'anjob'al)</b> – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Kannada</b> – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Kapampangan</b> – <i>Philippines</i>	\$70.00/hr	N/A	N/A	N/A
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Kayah</b> – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Kinyarwanda</b> – <i>Rwanda</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Kirundi</b> – <i>Burundi</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Koho</b> – <i>Vietnam</i>	\$70.00/hr	N/A	\$0.65/m	N/A
<b>Korean</b> – <i>Korea</i>	\$65.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>Kpele</b> – <i>Guinea, Liberia</i>	\$70.00/hr	N/A	N/A	N/A
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>	\$70.00/hr	N/A	N/A	N/A
<b>Lao</b> – <i>Laos</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Latvian</b> – <i>Latvia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Lebanese Arabic</b> – <i>Lebanon</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Lingala</b> – <i>Congo, Republic of the</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Lithuanian</b> – <i>Lithuania</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18
<b>Luganda</b> – <i>Uganda</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Luo</b> – <i>Kenya</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Macedonian</b> – <i>Macedonia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Malay</b> – <i>Malaysia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>Malayalam</b> – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Malinke</b> – <i>Senegal</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mam</b> – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mandarin</b> – <i>China</i>	\$65.00/hr	\$0.65/m	\$0.65/m	N/A

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – Senegal	\$70.00/hr	N/A	N/A	N/A
<b>Marathi</b> – India	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Marshallese</b> – Marshall Islands	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mayan [Akateko, Kanjobal]</b> – Guatemala, Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mien</b> – China, Laos, Thailand	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mina (Gen)</b> – Togo, Benin	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Minangkabau</b> – Indonesia	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mixteco Alto</b> – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mixteco Bajo</b> – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Mnong</b> – Vietnam	\$70.00/hr	N/A	N/A	N/A
<b>Mongolian</b> – Mongolia	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Moroccan Arabic</b> – Morocco	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Nahuatl</b> – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Navajo</b> – U.S.A.(Southwest)	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Nepalese</b> – Nepal, India	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
<b>Nuer</b> – Sudan	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Oromo</b> – Ethiopia	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Palestinian Arabic</b> – Israel, Jordan	\$70.00/hr	N/A	N/A	N/A
<b>Pangasinan</b> – Philippines	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Papiamentu</b> – Netherlands Antilles	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Pashto (Pusho)</b> – Pakistan, Afghanistan	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Portuguese Creole (Cape Verdean)</b> – Cape Verde	\$65.00/hr	\$0.65/m	N/A	N/A
<b>Persian (Farsi)</b> – Afghanistan, Iran, Iraq, Pakistan	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Russian</b> – Russia	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>Samoan</b> – Samoa	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Polish</b> – Poland	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
<b>Portuguese</b> – Portugal, Brazil, et al.	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>San Miguel</b> – Mexico	\$70.00/hr	N/A	N/A	N/A
<b>Santa Eulalia</b> – Guatemala	\$70.00/hr	N/A	N/A	N/A
<b>Saraiki</b> – Pakistan, India	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Serbian</b> – Serbia, Montenegro	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Serbo-Croatian</b> – Balkans	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Shanghainese</b> – China	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Sichuan (Szechuan)</b> – China	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Sinhalese</b> – Sri Lanka	\$70.00/hr	\$0.65/m	N/A	\$0.27 per word
<b>Slovak</b> – Slovakia	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Somali</b> – Somalia	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.21 per word
<b>Soninke (Serahule)</b> – Mali	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Sorani (Central Kurdish)</b> – Iraq	\$70.00/hr	N/A	N/A	N/A
<b>Spanish</b> – Spain, Latin America, et al.	\$60.00/hr	\$0.59/m	\$0.59/m	\$0.13 per word

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Susu</b> – <i>Guinea</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
<b>Swedish</b> – <i>Sweden</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
<b>Syrian Arabic</b> – <i>Syria</i>	\$70.00/hr	N/A	N/A	N/A
<b>Tagalog (Filippino)</b> – <i>Philippines</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
<b>Tai Dam</b> – <i>Vietnam</i>	\$70.00/hr	N/A	N/A	N/A
<b>Taiwanese</b> – <i>Taiwan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Tamil</b> – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Telugu</b> – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Teochew (Chaozhou)</b> – <i>China</i>	\$70.00/hr	N/A	N/A	N/A
<b>Thai</b> – <i>Thailand</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Tibetan</b> – <i>China</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
<i>Eritrea</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
<b>Toishanese</b> – <i>China</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Tongan</b> – <i>Tonga</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
<b>Tunisian Arabic</b> – <i>Tunisia</i>	\$70.00/hr	N/A	N/A	N/A
<b>Turkish</b> – <i>Turkey</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
<b>Twi</b> – <i>Ghana</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Tzotzil</b> – <i>Mexico</i>	\$70.00/hr	N/A	N/A	N/A
<b>Ukrainian</b> – <i>Ukraine</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
<b>Urdu</b> – <i>Pakistan, India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
<b>Vietnamese</b> – <i>Vietnam</i>	\$65.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
<b>Wolof</b> – <i>Senegal</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Xhosa</b> – <i>South Africa</i>	\$70.00/hr	\$0.65/m	N/A	N/A
<b>Yemeni Arabic</b> – <i>Yemen</i>	\$70.00/hr	\$0.65/m	N/A	N/A



## 5.5 References

- **Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.**

Below please find the requested references.

### **9-1-1 King County Washington**

Kayreen Lum  
Program Manager III  
20811 84<sup>th</sup> Ave S Ste. 105  
Kent, WA 98032  
Phone: (206) 477-4908  
Email: [kayreen.lum@kingcounty.gov](mailto:kayreen.lum@kingcounty.gov)  
Start Date: March 2015  
*January 1, 2017 – December 31, 2017*  
7,992 calls  
62,789 minutes  
72 languages  
ASA 5 seconds  
Completed call rate 100%

### **9-1-1: Washington County (WCCCA)**

Mark Chandler  
Performance Manager / PIO  
17911 NW Evergreen Pkwy.  
Beaverton, OR 97006  
Phone: (503) 690-4911 ext. 209  
Email: [mchandler@wccca.com](mailto:mchandler@wccca.com)  
Start Date: February 2014  
*January 1, 2017 – December 31, 2017*  
1,734 Calls  
11,300 minutes  
27 languages  
ASA 3 seconds  
Completed call rate 100%





### **Seattle Police Department**

Brian Smith

Communications Analyst

610 5<sup>th</sup> Ave PO Box 34986

Seattle, WA 34986

Phone: (206) 684-8858

Email: [brian.smith@seattle.gov](mailto:brian.smith@seattle.gov)

Start Date: March 2015

*January 1, 2017 – December 31, 2017*

1,510 calls

17,605 minutes

44 languages

ASA 7 seconds

Completed call rate 100%

### **9-1-1 Prince George County**

Charlynn Flaherty, ENP

Public Safety Communications

17321 Melford Boulevard

Bowie, MD 20715

Phone: (301) 352-1485 or 1488

Email: [cflaherty@co.pg.md.us](mailto:cflaherty@co.pg.md.us)

Start Date: October 2010

*January 1, 2017 – December 31, 2017*

18,180 calls

123,580 minutes

92 languages

ASA 5 seconds

Completed call rate 100%



## 5.6 Completed Proposal Certification

- **Proposal Certification Form**

Attached please find the Proposal Certification Form.

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Voiance Language Services, LLC an Arizona limited liability company  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

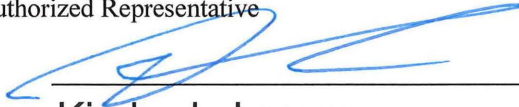
[ ] Resident Bidder, as defined in ORS 279A.120

[X] Non-Resident Proposer, Resident State Arizona

Oregon Business Registry Number 1041297-96

Contractor's Authorized Representative

Signature:



Date:

May 1, 2018

Name:

Kimberly Leeper

Title:

Secretary

Firm:

Voiance Language Services, LLC

Address:

5780 N. Swan Road

City/State/Zip:

Tucson, Arizona 85718

Phone:

(520) 745-9447

e-mail:

kleeper@voiance.com

Fax:

(520) 745-9022

Contract Manager:

Name

Vicky Tantlinger

Title:

Contract Manager

Phone number:

(520) 745-9447

Email Address:

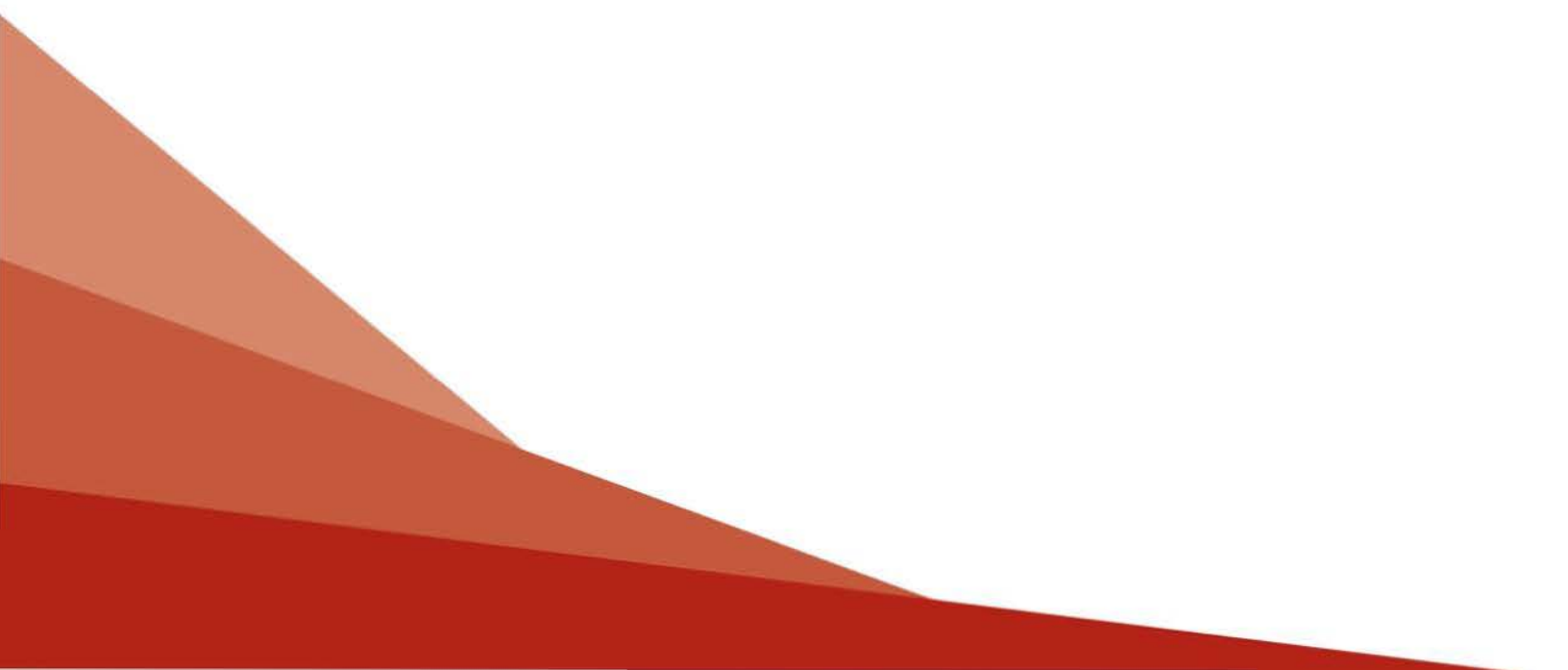
vtantlinger@voiance.com



**VOIANCE**<sup>®</sup>  
Language Services

---

*A division of CyraCom International, Inc*





CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Evergreen Interpreting & Translating Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Evergreen Interpreting & Translating Services

Address: 2220 NW Utah Court, Camas, WA 98607

Contractor Contract Administrator: Silvia Guirado

Phone No.: 360-954-5114

Email: evergreeninterpreting@comcast.net

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal



delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Evergreen Interpreting & Translating Services  
2220 NW Utah Court  
Camas, WA 98607

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).



**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....	April 24, 2018
Protest of Specifications Deadline.....	May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14

## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any



other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.



## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				





**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**



Proposal to:



REQUEST FOR PROPOSAL (RFP)

RFP # 2017-87

## **Interpreter Services**

**May 15<sup>th</sup>, 2018**

### **Introduction**

Evergreen Interpreting Services (EIS) is excited to have the possibility of working with Clackamas county. We pride ourselves in giving superior service that is highly competent, quickly responsive, and personal.

EIS has been operating in the Pacific Northwest since 1995. Over that time, we have developed a reputation among our requestors and clients as a reliable, professional and customer service-oriented business. Among interpreters our agency has a positive reputation for treating interpreters with respect and issuing prompt reimbursement for services. We are privileged to have had people at both the Human Services Council and the Office of Administrative Hearings state that we are their “favorite” and “preferred” interpreting service provider to work with. Knowing this is immensely satisfying to us and compels us to continually improve the way we serve our clients.

We have been operating under the same ownership and senior management throughout our years of operation. Our management is highly experienced in dealing with the intricacies of languages, linguistics, and cross-cultural communication. Our experience with similar or identical contractual requirements as this Clackamas county contract has taught us that straightforward procedures and single layer corporate structures ensure success. As such, we have a streamlined management structure able to respond quickly and effectively to all challenges

EIS is currently servicing numerous contracts throughout the region, providing in-person interpreter services through direct written subcontracts with DSHS authorized, certified and recognized spoken and RID certified sign language interpreters.

---

**STATE OF WASHINGTON**

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)**

Office of Language Interpreter Services & Translations

*Professional Language Certificate*

**Ivan Guirado**

in  
Spanish

HAS SATISFIED DSHS LANGUAGE EXAMINATION REQUIREMENTS,  
AND IS THEREBY DESIGNATED AS A CERTIFIED DSHS INTERPRETER

Issue Date: October 31, 1996


Certificate No: 962916

*Philo A. Uprich*  
Director, Administrative Services

Alteration Renders This Certificate Null and Void

DSHS 16-156 (02/03)

**LIST**  
Language Interpreter Services & Nominations


  
 DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)

STATE OF WASHINGTON

Office of Language Interpreter Services & Translations

**Professional Language Certificate**

**Ivan Guirado**

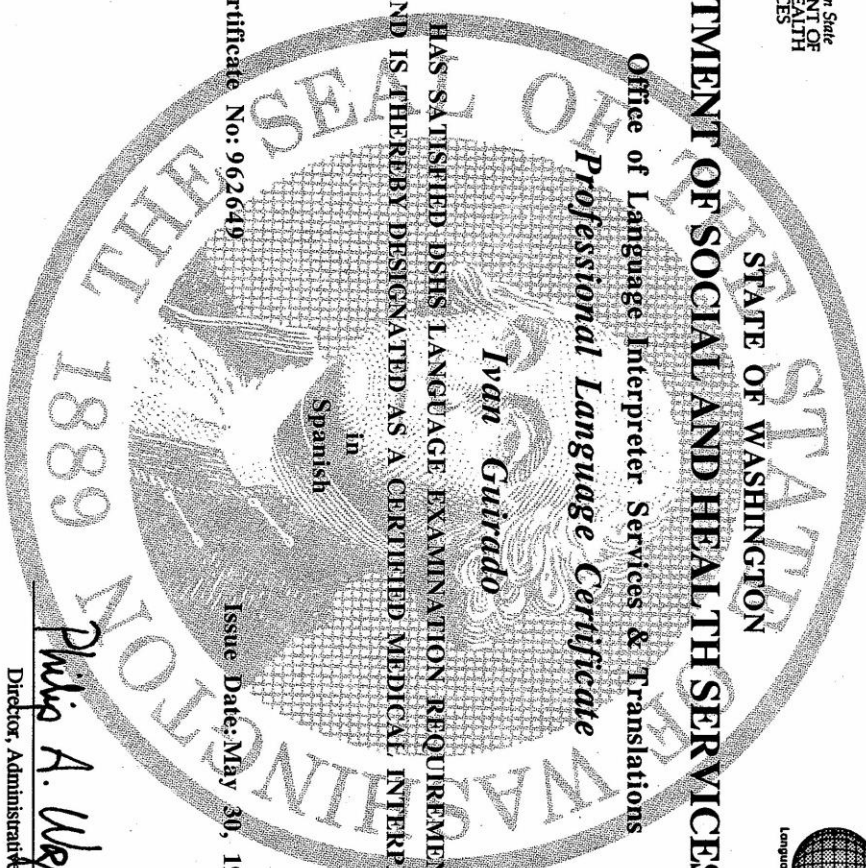
in

Spanish

HAS SATISFIED DSHS LANGUAGE EXAMINATION REQUIREMENTS,  
 AND IS THEREBY DESIGNATED AS A CERTIFIED MEDICAL INTERPRETER

Certificate No: 962649

Issue Date: May 30, 1996




Director, Administrative Services

*Philip A. Wernick*

Alteration Renders This Certificate Null and Void

DSHS 16-156 (02/03)









# State of Washington Supreme Court

*In the Supreme Court of the State of Washington  
Know all By These Presents: That*

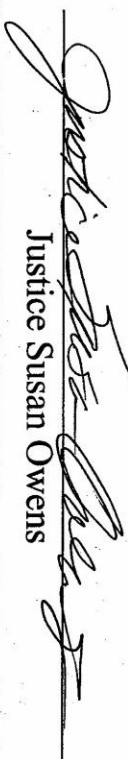
**Ivan S. Guirado**

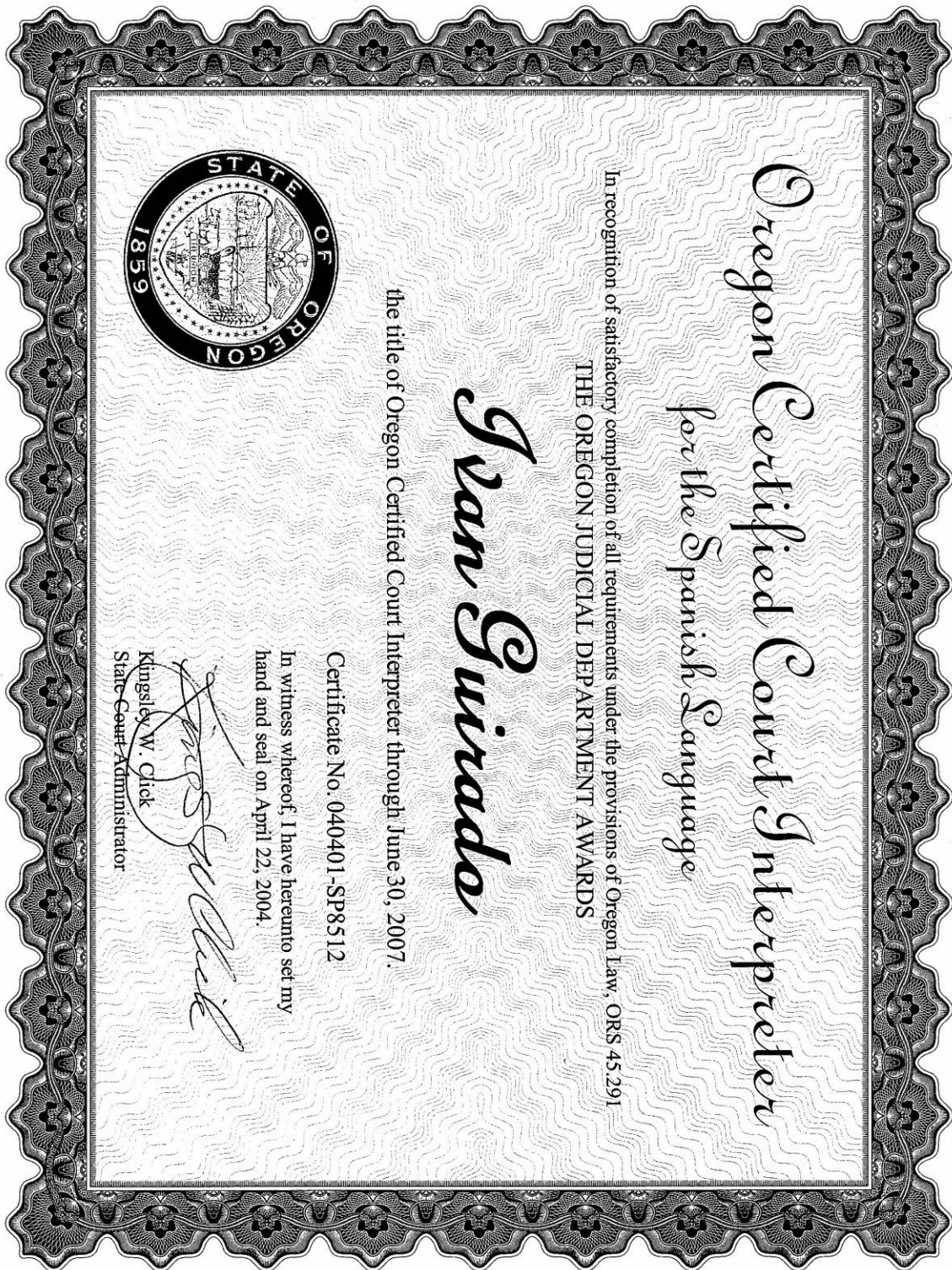
*having successfully completed the court interpreter examination of  
the state of Washington, and having shown sufficient knowledge of the  
Code of Conduct for Court Interpreters, has been designated by the Court as a*

## **COURT CERTIFIED INTERPRETER**

*effective the 15th day of January 2004.*

*In Testimony Whereof, I here unto set my hand and affix the seal of this court*

  
Justice Susan Owens





STATE OF WASHINGTON  
**OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**  
1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98504-1160  
(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

January 25, 2017

Ivan Guirado  
Ivan Guirado  
2220 NW Utah Court  
Camas, WA 98607

Certification Number: M5M0021469

Dear Ivan Guirado,

Congratulations! The Washington State Office of Minority and Women's Business Enterprises (OMWBE) is pleased to recertify Ivan Guirado as a Minority Business Enterprise for the State program. The certification is based on the following:

**Business Description:**

Provides medical, social, vocational, and legal interpreting and written translations in over 100 languages including American sign languages and hard-to-find dialects.

**North American Industry Classification System (NAICS) Codes:**

541930 - Interpretation services, language

The state program requires the firm to be reviewed for recertification every three years from the anniversary date. Your certification anniversary date is May 26, 2019. OMWBE will email notice of the firm's recertification approximately seventy-five (75) days prior to anniversary date. The firm will remain certified pending completion of OMWBE's review. Failure to timely submit the forms may result in the firm being decertified.

The state program requires the firm to notify OMWBE in writing of any changes in its ownership, control, size or activities, and provide supporting documentation describing the change(s). This information must be submitted within thirty (30) days of the change(s) using the forms found on our website: <http://omwbe.wa.gov/certification/>.

If you have any questions or need assistance, please do not hesitate to contact me at (360) 664-9750.

Sincerely,

Ashley Bazarro  
Certification Analyst

## **Mission Statement**

As a bridge from one culture to another, we commit ourselves to the highest standards of performance, ethical behavior, and business practices. We safeguard the interests of our clients as our own and keep all client information confidential. We strive to build our solid reputation on the quality and professionalism we offer our clients.

**How successful are we at achieving our mission? Judge for yourself. Here's what some of our health care and other clients say:**

“Evergreen Interpreting Services is by far the most skilled interpreting agency we have ever worked with over many years in this business. We are always certain that our evaluations or treatment programs will be done professionally and with great accuracy.”

**- Chuck Lindley (Administrator-Progressive Rehabilitation Associates)**

“The Brain Injury Rehabilitation Center has utilized Evergreen Interpreting Services for the past 9 years almost exclusively. I have found Evergreen interpreters to be extremely professional and highly skilled in providing interpreter services for survivors of traumatic brain injury, an often difficult and sensitive task. The Evergreen interpreters are on time and well organized in managing their appointments and are unfailingly able to help the patients feel comfortable with their assistance. This is without question the best interpreting service I have ever worked with.”

**- Dr. Andrew Ellis, Ph.D., Director, BIRC**

“Finding a company to fit our needs has been difficult until several years ago when SAIF Corporation, a very large Workers' Compensation Company located in Oregon recommended Evergreen Interpreting Services to us. Our experience from day one has been positive. The Interpreters that have been dispatched to us have been flexible with schedules and have accommodated appointments easily. To us, it is also obvious that the level of expertise and interpretation is of a high and consistent caliber.”

**- Vocational Counselor**

“Evergreen Interpreting is very friendly and helpful. They go above & beyond to help patients & providers.”

**- Hand Therapy Specialists**

---

With Evergreen Interpreting Services there are no hassles; one call does it all. Evergreen Interpreting Services saves me time with my busy schedule by providing me interpreters at short notice.

- **Steven Vess, Attorney at Law**

**EIS is committed to providing this same quality and speed of service to Clackamas county departments and special districts.**

---

**Letter of Submittal**

---

Bidder Name: Evergreen Interpreter Services (EIS)

Address: 2220 NW Utah Court  
Camas,WA 98607

Telephone number: (360) 954-5114

Fax number: (360) 844 6257

E-mail address: evergreeninterpreting@comcast.net

Principal Officer Name: Ivan Guirado

Address: 2220 NW Utah Court  
Camas,WA 98607

Telephone number: 360-607-9687

Legal status of the Bidder: sole proprietorship

Year of Organization: 1995

Federal Tax ID/SSN: 87-0793938

Washington UBI number: 601-638-392

---

**Section 5.2 Proposer's General background and qualifications**

EIS has experienced staff that monitors our online/web-based system for scheduling needs Sunday through Saturday 24 hours/7 days a week. Once a requester puts in a request in our system our staff will process the request and get an interpreter assigned. We will also hire additional staff that will be trained to handle the volume of requests to provide the best service and coverage of assignments. EIS intends to expand Customer Service staffing if successful in winning this contract.

Our firm is known for being highly responsive (see introduction and references) to accommodate requests via email, telephone, fax and through our online secure scheduling portal 24/7 365 days.

Upon receipt of a Request from a Requestor. EIS will schedule Interpreter Services in conjunction with special requests for the appointment. EIS staff are accustomed to performing this service quickly and competently.

EIS is currently providing in-person interpreter services for Clackamas county and many government agencies , We use court certified interpreters , National medical certified interpreters and recognized spoken and RID certified sign language interpreters throughout the state of Washington and Oregon.

Evergreen Interpreting Services has experience working with Limited English Proficient (LEP) clients in other contracts such as the broker (Human Services Council) that used to administer the contract for medical & social services. EIS also has a current contract (WA DSHS Sign Language/ Transliterater Services # 1248-54877) to provide services for ASL clients.

---

---

The deaf/deaf blind communities have very specific needs. The processes that Evergreen Interpreting Services uses are organized to recognize and respond to the unique needs of each client. When determining ASL interpreters, EIS considers (1) the needs and preferences of the consumer; (2) the subject matter/format; and (3) specific knowledge or training of the interpreter. EIS uses best practices when looking at each of these areas to ensure that the most qualified interpreter available is assigned.

### *1. Needs and Preferences of the Consumer*

Because ASL is a unique language, many consumers use specific styles and vocabulary. As a result, they may prefer specific interpreters and/or languages such as Signed Exact English (SEE) or Pidgeon. Some consumers require a certified interpreter while others are comfortable working with qualified interpreters.

### *2. Subject Matter/Format*

Not all interpreters are created equal. Many have additional CEUs that make them well-positioned to interpret more complex subjects. This includes: legal appointments, medical appointments, and advanced academic and/or technical discussions. In some cases, an appointment may require that an interpreter have additional certification. In other situations, the interpreter will need to have prior experience interpreting in a particular area.

In addition to the subject matter being covered, it's also important to understand the **format** of the meeting and what is expected of the interpreter. Since ASL is not a verbal language, there are two forms of communication that may be needed: signing (providing information to the consumer via sign language) and voicing (communicating what is signed by the consumer to those that do not read ASL). Many interpreters are comfortable providing signing communication to a consumer, others are comfortable voicing on behalf of the consumer, and some are comfortable doing both. Similarly, only some interpreters are comfortable using tactile sign (for consumers that are deaf/blind).

### *3. Specific Knowledge or Training of the Interpreter*

---



Having an in-depth understanding of the capabilities of our many interpreters is essential in matching them to each unique interpreting situation. We keep records of the credentials of our interpreters, and know them personally in order to find the best fit. We gaining a deep understanding of our interpreters by three methods:

- I. All new interpreters complete an assessment with a nationally certified interpreter who can ascertain their skill set and provide recommendations on their skill level and what types of appointments may be appropriate.
- II. EIS solicits feedback from interpreters after each appointment to learn if there were any issues or context that would be helpful when providing services for a consumer in the future.
- III. EIS works with their interpreters to ensure that they have accurate and up to date records of the interpreter's qualifications so that we can take this new information into account as new requests are made.

### **Evergreen's Matching Approach**

To find the best consumer/interpreter match, Evergreen takes the following approach:

- I. EIS asks questions about consumer preferences and needs early in the process.
- II. EIS solicits feedback from consumers on their experiences so that we can provide constructive feedback to the interpreters and retain this information for reference when considering future assignments
- III. Many requesters don't have experience in sourcing ASL resources and may not understand the importance of gathering feedback from a consumer. EIS is in a unique position to educate agencies and their representatives on these issues and to provide advice when needed on how to best serve their Deaf/Deafblind clients.

By taking time to fully understand the needs of the consumers, the subject matter/format, and the skills of our interpreters, Evergreen delivers the level of service every consumer deserves. Our proposal is built on proven success in providing ASL Interpreting in-person. We provide the highest quality of professional and ethical sign language services according to the communication preferences of the Deaf/Deaf Blind  
we serve

---

EIS will process all interpreter services request via our existing web-based/online portal. Email, telephone and faxed requests will be processed at the EIS call center and promptly entered into our online/web-based system.

**i. Schedule:**

The EIS online/web-based system is currently available to all requestors and has the capacity to allow requestors to input, edit and cancel appointments. The online/web-based system also allows requestors to copy and duplicate requests, select the language, select the type of interpretation needed and request a specific interpreter.

**ii. Assign:**

EIS will assign all interpreter services request via our existing web-based/online system. Assignments are currently handled by our call center staff. After verifying an appropriate interpreter is available for a request, call center staff manually assign the interpreter in our system. The existing EIS online/web-based system is currently available to all interpreters to allow them to manage and review their assigned appointments.

**iii. Manage**

EIS is currently managing appointments via direct personal contact with requestors and interpreters. Upon being awarded the contract EIS will supplement the current high level of personal customer service by expanding the existing online/web-based system to allow requestors to obtain and confirm appointment information in a daily summary format and allow requestors to pull real-time reports and data for all required appointment variables and demographic data.

Evergreen interpreting services provides secure access for requestors via our online portal written in the latest technology from Microsoft. Unique user access allows for requestors to create, update, and cancel appointments with ease from a well thought out user interface created for desktop or mobile viewing. Access to jobs is laid out with the ability to filter all requests by date, control number, language, status, and any search criteria you may need to quickly view the job you need. Using intuitive drop-down menus requestors can change the modality of interpretation quickly for each appointment. Requestors can integrate their own systems easily using standard JSON web services to aggregate all data on demand with any system platform they are currently using.

Upon appointment events including any change of status, push notifications can be sent to specific electrical mail correspondents, mobile SMS numbers, or integrated via the backend for on demand synchronization with the requestors systems. All appointment information changes are reflected appropriately on our web portal regarding the status in a simple to read list with easy access to accept or reject appointments. Notes regarding appointments can easily be added, propagating throughout the system for ease of communications within all parties involved. Date and time of appointment is clearly visible, with ability to request additional time in attempt to fill. Appointment information may be downloaded to your calendar application of choice for local viewing of appointment location, times, and clients. Print friendly viewing allows for pertinent information to be organized and printed off for requestors in need of a hard copy of their appointment data.

EIS Current Portal Screen Images



The screenshot shows the main portal interface. At the top is a banner with a man holding a globe and the company name "Evergreen Interpreting & Translating Services". Below the banner is a "Log In" section with three rows: "Customer" (with "Sign in" and "Sign up" links), "Interpreter" (with "Sign in" and "Sign up" links), and "Management". A text box below explains that users must be registered and provides details about the secure, HIPAA-compliant database. At the bottom, contact information is listed: Evergreen Interpreting Services, 2220 NW Utah Court Camas, WA 98607, Telephone: 360-954-5114, Fax: 360-844-6257.



This screenshot shows the login form for the "management" user. It features the company logo and name at the top. Below, the word "management" is displayed. There are two input fields: "Username" and "Password". A "Log In" button is positioned below the password field.

**Evergreen Interpreting & Translating Services**

Silvia Guirado  
Test Company  
2/1/2018 9:26:22 PM

Home My account Appointments Information Logout

**Account >> CUSTOMER** Status: New

**General Information**

Company Name	Test Company	Department	CUSTOMER
First Name	name	Last Name	name
Address	CUSTOMER	Suite / Ap.#	Vancouver, Portland Oregon
City	CUSTOMER	State	CUSTOMER
Zip	98607	Country	CUSTOMER
Phone		Fax	3608446257
Cell Phone		Work Phone	3608446329
Gender	Female	E-mail	Add Email
Date of Birth	4/11/1983	Skype Address	2220 NW Utah Court

**Log In Information**

Login: customer Password:

Code word: CUSTOMER Confirm Password:

Upload Photo:  No file chosen

**Evergreen Interpreting & Translating Services**

Home My account Appointments

**Appointment**

**Language Needs**

Language: \*\*\* Select \*\*\* Priority: Normal

Details (max 500 chars):

**Appointment Information**

Job Type: Court

Client's Name:  Client's Phone:

Location Name:  DOB:

Address:  Gender: Male

City/State/Zip:  Requestor's Phone:

Requestor:  Comments (max 500 chars):

**Appointment Schedule**

Date:  Time Start:  Time End:   1/2 hour lunch

**Recurring schedule**

From:  to:

Date:  Time Start:  Time End:   1/2 hour lunch

Mon  Tue  Wed  Thur  Fri  Sat  Sun

**Billing Information**

Insurance/Agency/Co:

Address:

Claim #:  DOI:

Claims Manager:  Phone:

Auth #	App Date	Start Time	End Time	Language	Client Name	Interpreter Name	Status	Requesting Agency
<a href="#">View</a> EVRG-56746597893	7/09/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746597676	7/07/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746597455	7/05/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746597234	7/02/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746597015	6/30/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746596794	6/28/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746596574	6/25/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746596353	6/23/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746596125	6/21/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746595901	6/18/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746595679	6/16/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746595460	6/14/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746595240	6/11/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746595020	6/09/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746594802	6/07/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746594580	6/04/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746594358	6/02/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56746594135	5/31/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
<a href="#">View</a> EVRG-56756267320	5/30/2015	1:00 PM	8:00 PM	ASL	asdf test 2		Cancelled	asdf
<a href="#">View</a> EVRG-56756313270	5/28/2015	1:00 PM	8:00 PM	Cambodian	asdf		Cancelled	asdf

- 
- EIS Private Voucher
  - WA Lnl Voucher
  - Clark Court Voucher
  - Out of Court Services
  - OAH-OR-VOUCHER
  - WCB form
  - DSHS ASL Voucher 17-123a
  - Battle Ground School District Voucher
  - Glossary 15 Construction EN SP
  - Glossary 16 buildings dwellings EN SP
  - Glossary EN SP House parts
  - Glossary 17 basic hand tools EN SP
  - Oregon Workers Compensation Glossary EN SP
  - Oregon Workers Compensation Glossary EN RU
  - Oregon Workers Compensation Glossary EN Vietnamese
  - Environmental quality Glossary EN SP
  - Legal glossary EN SP
  - Legal Glossary SP EN
  - Contacts Glossary SP EN
  - common Latin words Glossary
  - Immigration Glossary SP EN
  - Idioms EN SP
  - Mexicanisms EN SP
  - Glossary SP EN Driving
  - Glossary EN SP Automobile
  - Glossary EN SP feelings emotions
  - Describing features EN SP
  - Glossary EN SP flowers
  - Glossary EN SP texting
  - Useful acronyms EN SP
  - Glossary EN SP Cooking
  - False cognates EN SP

The screenshot shows a web application interface for Evergreen Interpreting & Translating Services. On the left is a navigation menu with categories like CUSTOMERS, INTERPRETERS, BY LANGUAGE, LANGUAGE, SPECIALTY, JOB TYPE, PRIORITY, NEWS, RESOURCES, PASSWORD, and PICTURES. The main content area is titled 'INTERPRETERS' and contains a table with columns for Item, Name, Language, Cell Phone, Enabled, and Edit. The table lists 27 interpreters with their respective details.

Item	Name	Language	Cell Phone	Enabled	Edit
1	Abdi, Bule	Somali	503-922-9527	✓	ⓧ
2	ABDULKADIR, AYAN ABDULAH	Swahili	503-739-4603	✓	ⓧ
3	Aburto, Valeria	Spanish	360-608-2406	✓	ⓧ
4	Acostagratei, Courtney	Spanish	303-735-5476	✓	ⓧ
5	Aden, Mohamed	Somali	971-267-4821	✓	ⓧ
6	Afin, Salma	Bengali	971-344-8542	✓	ⓧ
7	Agapao, Jocelyn	Filipino	5039262891	✓	ⓧ
8	Aguirre, Jonathan	Spanish	612-386-6834	✓	ⓧ
9	Aguirre, Raul	Spanish	9158759351	✓	ⓧ
10	Ahmed, Bile	Somali	5036476900	✓	ⓧ
11	ajami, Masoumah	Farsi		✓	ⓧ
12	Al Musawi, Raghad	Arabic	503-803-0871	✓	ⓧ
13	aleksanyan, tamara	Armenian	3607718410	✓	ⓧ
14	Alexeev, Boris	Russian	503-200-4449	✓	ⓧ
15	Alcoa, Shannon	ASL	619-994-7792	✓	ⓧ
16	Alli, Lowell	Marshallese	(971) 719-7975	✓	ⓧ
17	Alsayadi, Juan	Arabic	515-7701557	✓	ⓧ
18	Alvarado, Angela	Spanish	360-286-7957	✓	ⓧ
19	Alvarez, Armuffo	Spanish	5037527604	✓	ⓧ
20	Andersin, Julia	Russian	360-772-5066	✓	ⓧ
21	Andrejev, Denis	Russian	360-521-0283	✓	ⓧ
22	Anklam, Minh	Vietnamese	360-719-9561	✓	ⓧ
23	Arevato, Isabella	Spanish	503-914-9440	✓	ⓧ
24	Armendarez, Haribel	Spanish	830-798-4098	✓	ⓧ
25	Arnaudou, Tanya	English	503-551-1191	✓	ⓧ
26	Arredondo, Jorge	Spanish	360-957-3682	✓	ⓧ
27	Arreola, Gabriela	Spanish	360-721-0727	✓	ⓧ

The screenshot shows the 'INFORMATION' section of the web application, specifically a page titled '>> Making a Request'. It contains a paragraph of introductory text and a bulleted list of requirements for making a request.

**>> Making a Request**

We want your experience to be as effortless and as seamless as possible. Prior to requesting services, please make sure you are familiar with our policies, current rates and cancellation information. To inquire about this information please call 360 954 5114 When requesting services please provide the following information:

- Time date and location of the assignment
- Client's name and phone number
- Nature of the assignment (Legal, Medical, Vocational, etc.)
- Name and address of the insurance/agency or person responsible for payment.
- Workers' Compensation appointment; Please include claim number and DOI (date of injury)
- We can bill insurance companies directly.
- After the initial request customers can expect to receive our rate sheet for their review before we can proceed. Also if you prefer we can call you on the phone and give you this information.
- All existing customer requests will be processed promptly and we will contact you if any additional information is needed.
- Once you place a request, here is what you can expect.
- Confirmation of receipt of request
- We'll begin working on your request right away
- Name of the interpreter
- Once logged in you can check the status of your service request, change it, or cancel the request.
- In order to best meet your interpreting services requirements, we recommend the request be submitted at least one day prior to the appointment. We will do our best to accommodate last minute requests.
- Please be assured that all information is kept strictly confidential and we will begin to process your request immediately.
- By submitting this request you are accepting the terms and conditions set forth in our policy.

**List of Contracts:**

- Washington State Department of Enterprise Services Contract # 03514
  - DCBS Department of consumer and business services
  - WA DSHS Sign Language/ Transliterater Services # 1248-54877
  - DHS Oregon Department of Human Services
  - Peace Health Medical Centers
  - Southwest Washington Regional Surgery Center
  - Sea Mar Clinics
  - AADSW Area Agency on Aging and Disability of SW WA
  - Vancouver Oral Surgery Group
  - Allergy & Asthma of SW Washington
  - Ankle and Foot Clinic
  - Hand and Microsurgery Associates
  - Hand Therapy Associates
  - Therapeutic Associates
  - ENT office.org
  - Kindered Home Health
  - Hudson's Bay Medical Group
  - NW Eye Care Associates
  - Medical Consultants Network
  - BIRC Brain Injury Rehabilitation Associates
  - Concentra Urgent Care Clinics
  - Rebound Orthopedics & Neurosurgery
  - PRA Progressive Rehabilitation Associates
  - Columbia River Mental Health
  - InAct Volunteers of America
  - Pro Active Physical Therapy
  - Michele Thompson MD Dermatologist
  - OSHA Oregon Occupational Safety and Health Division
  - HAP Housing Authority of Portland
  - Portland public schools
  - OAH WA Office of Administrative Hearing
  - Oregon Workers Compensation Board
-



- ABA American Bar Association
- Battle Ground School District
- Camas School District
- Clark County Public Health
- Clark County Courts
- Catholic community services of Western Washington
- Clackamas Justice Court
- Cowlitz County Superior Court
- Cowlitz County District court
- Cowlitz County Juvenile
- Cowlitz tribe vocational/rehabilitation program
- DOC Department of Corrections
- Great Northern and Strategic Consulting
- Rehab without walls
- Lutheran Immigration and Refugee services

---

**Section 5.3 Response Timeframes**

---

EIS is well known for its rapid response to all requests. We will accept last minute requests. The preferred method is to schedule appointments at least 1 day in advance,

See attached fee schedule for languages.

---

**Section 5.4 Fees Schedule**

---

We can provide all spoken languages on rate sheet for the amount listed (\$140.00) which is based on a 2-hour minimum (\$70/hour) for in person. Telephonic \$120.00 which is based on 2-hour minimum (\$60/hour). After 2 hours it is based at the hourly rate.

Written translations rate is \$0.20 per word with a \$50 minimum.

See Rate Sheets below:

Section 6

Name of Firm/Individual: Evergreen Interpreting Services

Certification(s):  Medical  Legal  General  American Sign Language

Hours of availability: 24/7 365 days

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing?  Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Written Translation Transcription
American Sign Language <i>\$90/hr 2hr min</i>	\$180	\$160	\$180	
Acholi – Uganda, Sudan	\$140	\$120	\$120	\$0.20 per word <i>→ \$50 minimum</i>
Afrikaans – South Africa, Namibia				
Akan – Ghana, Ivory Coast				
Akateko – Guatemala				
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed				
Armenian – Armenia				
Ashanti (Asante Twi) – Ghana				
Assyrian – Iraq				
Azerbaijani – Azerbaijan				
Azorean Portuguese – Azores Islands				
Bahnar – Vietnam				
Bahasa Indonesia (Indonesian) – Indonesia				
Bambara – Mali				
Belarusan – Belarus				
Bengali – Bangladesh, India				
Bosnian – Bosnia & Herzegovina				
Brazilian Portuguese – Brazil				
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				
Cantonese – China				
Cape Verdean (Portuguese Creole) – Cape Verde				
Catalan – Andorra, Spain				
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				

*Rate Based on 2 hour minimum reflected in Quote.*

Language	In person	Telephonic	Video	Written Transcription
Chin - Myanmar (former Burma)	\$140	\$120	\$120	\$0.20 per word
Chinese (var. languages/dialects) - China				
Chuukese (Trukese) - Micronesia				
Croatian - Croatia				
Czech - Czech Republic				
Danish - Denmark				
Dari (Afgan Farsi) - Afghanistan				
Dene - Canada				
Dewoin - Liberia				
Dinka - Sudan				
Duala - Cameroon				
Dutch - Netherlands				
Egyptian Arabic - Egypt				
Estonian - Estonia				
Filipino (Tagalog) - Philippines				
Finnish - Finland				
Flemish - Belgium				
French - Africa, Canada, France, Tunisia, et al.				
French Creole - Caribbean				
Fukienese - China				
Fulani (Fulfulde, Fula) - Cameroon, Niger, Nigeria, Senegal				
Fuzhou - China				
Ga - Ghana				
Gen (Mina) - Togo, Benin				
German - Germany				
Gokana (Khana) - Nigeria				
Greek - Greece				
Gujarati - India				
Haitian Creole - Haiti				
Haka Burmese - Myanmar (former Burma)				
Hmong - China, Vietnam, Laos				
Hungarian - Hungary				
Hakka - China				
Hausa - Niger, Nigeria				
Ibo (Igbo) - Nigeria				
Ilocano - Philippines				
Hebrew - Israel				
Hindi - India				
Indonesian (Bahasa Indonesia) - Indonesia				
Iraqi Arabic - Iraq				
Italian - Italy				
Japanese - Japan				
Jarai - Vietnam				

translation \$50 min.

Rate Based on 2 hour minimum  
Reflected in Quote

Language	In person	Telephonic	Video	Written Translation Transcription
Javanese – Indonesia	\$140	\$120	\$120	\$0.20 per word
Jordanian Arabic – Jordan				
Juba Arabic – Sudan				
Kanjobal (Q’anjob’al) – Guatemala				
Kannada – India				
Kapampangan – Philippines				
Karen (Pa’o, S’gaw) – Myanmar (former Burma)				
Kayah – Myanmar (former Burma)				
Khmer (Cambodian) – Cambodia				
Kinyarwanda – Rwanda				
Kirundi – Burundi				
Koho – Vietnam				
Korean – Korea				
Kpele – Guinea, Liberia				
Kurmanji (Northern Kurdish) – Turkey				
Kuawaiti Arabic – Kuwait				
Lao – Laos				
Latvian – Latvia				
Lebanese Arabic – Lebanon				
Lingala – Congo, Republic of the				
Lithuanian – Lithuania				
Luganda – Uganda				
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) – Somalia				
Macedonian – Macedonia				
Malay – Malaysia				
Malayalam – India				
Malinke – Senegal				
Mam – Guatemala				
Mandarin – China				
Mandinka (Mandingo) – Senegal				
Marathi – India				
Marshallese – Marshall Islands				
Mayan [Akateko, Kanjobal] – Guatemala, Mexico				
Mien – China, Laos, Thailand				
Mina (Gen) – Togo, Benin				
Minangkabau – Indonesia				
Mixteco Alto – Mexico				
Mixteco Bajo – Mexico				
Mnong – Vietnam				
Mongolian – Mongolia				
Moroccan Arabic – Morocco				
Nahuatl – Mexico	✓	✓	✓	✓
Navajo – U.S.A. (Southwest)	✓	✓	✓	✓

Written Translation Transcription \$50 min.

Rate Based on 2 hour minimum reflected in Quote

Language	In person	Telephonic	Video	Written Translation Transcription
Nepalese – Nepal, India	\$140	\$120	\$120	\$0.20 per word
Nuer – Sudan				
Oromo – Ethiopia				
Palestinian Arabic – Israel, Jordan				
Pangasinan – Philippines				
Papiamento – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan				
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan				
Russian – Russia				
Samoan – Samoa				
Polish – Poland				
Portuguese – Portugal, Brazil, et al.				
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki – Pakistan, India				
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China				
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				
Sorani (Central Kurdish) – Iraq				
Spanish – Spain, Latin America, et al.				
Sudanese Arabic – Sudan				
Susu – Guinea				
Swahili – Kenya, Somalia, Tanzania,				
Swedish – Sweden				
Syrian Arabic – Syria				
Tagalog (Filippino) – Philippines				
Tai Dam – Vietnam				
Taiwanese – Taiwan				
Tamil – India				
Telugu – India				
Teochew (Chaozhou) – China				
Thai – Thailand				
Tibetan – China				
Tigrigna (Tigrinya) – Ethiopia, Eritrea				
Toishanese – China				
Tongan – Tonga				
Trukese (Chuukese) – Micronesia				

Written Translation  
Transcription  
\$50 min.

Rate Based on 2 hour minimum  
reflected in Quote

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
<b>Tunisian Arabic – Tunisia</b>	\$140	\$120	\$120	\$0.20 per word
<b>Turkish – Turkey</b>				
<b>Twi – Ghana</b>				
<b>Tzotzil – Mexico</b>				
<b>Ukrainian – Ukraine</b>				
<b>Urdu – Pakistan, India</b>				
<b>Vietnamese – Vietnam</b>				
<b>Wolof – Senegal</b>				
<b>Xhosa – South Africa</b>				
<b>Yemeni Arabic – Yemen</b>				

*translation*  
\$50 min.

*Rate Based on 2 hour minimum  
Reflected in Quote*

---

**Section 5.5 References**

---

Progressive Rehabilitation Associates (PRA)

**Dr. Greg Smith** Executive Director

1815 S.W. Marlow, Suite 110, Portland, Oregon 97225

406 SE 131st Avenue, Suite 303, Vancouver, Washington 98683

(800) 320-0681

(503) 292-5208 (fax)

greg@progrehab.com

Since 1995 EIS has been providing interpreting services in many languages including ASL for clients who suffer from chronic pain as well as clients who receive outpatient PT, OT, Biofeedback, counseling with psychologists and much more.

Washington OAH

**Renee Harris** Interpreter Coordinator

600 University Street Suite 1500

Seattle, WA 98101-3126

253 302 4661

206 587 5135 Fax

[renee.harris@oah.wa.gov](mailto:renee.harris@oah.wa.gov)



To whom it may concern,

As an interpreter coordinator for The Office of Administrative Hearings, I have had the distinct pleasure of working with Evergreen Interpreting Services for the past eight (8) years. Monthly, I receive approximately one hundred (100) hearing request for non-English speaking clients. Some of the requested languages are very rare. None of our other vendors provide prompt and efficient services as Evergreen Interpreter Services. I have always been able to rely on Evergreen Interpreting Services for their performance, professional aptitude, and the utmost integrity.

Should you have any questions that I may can answer, please do not hesitate to contact me @ (253) 988-5173- if no answer, please leave a message.

Respectfully,  
Renee Harris

**Monte Constable** Administrator

DSHS Columbia River CSO

800 NE 136th Ave # 110

Vancouver, WA 98684

360 397 0002

866 684 6635 Fax

Evergreen Interpreting Services has provided LEP and ASL social services interpreting for more than 15 years

### **Lead Staff References**

**Andrea Hiscocks** WCB interpreters service coordinator  
Workers' Compensation Board  
2601 25<sup>th</sup> St Suite 150  
Salem, OR 97302-1280  
503 378 3308 / 1 877 311 8061 Fax  
[interpreterinfowcb@oregon.gov](mailto:interpreterinfowcb@oregon.gov)

Andrea can attest to the quality services provided for more than 18 years.

**Dr. Andrew Ellis** Director of Rehabilitation Services  
Brain Injury Rehabilitation Clinic (BIRC)  
1815 SW Marlow St. Suite 110  
Portland, OR 97220  
503 292 0765 / 503 292 5208 Fax

Providing interpreter services in many languages including ASL and hard to find dialects since 2005 for clients that have suffer a TBI (traumatic brain injury)

OMWBE Certification

---

### **Conclusion**

Every leader and employee at Evergreen Interpreting Services is excited about the opportunity to partner with Clackamas county to provide improved services to the diverse multilingual population of our great state. We see a bright future of personal

---

service that is both prompt and competent. Our aim is to provide high value to the taxpayers while also giving high level service to the consumers of our services. With our long history of Washington clients who are delighted with the timely quality of our service, we feel we offer sufficient proof that selecting EIS will be a wise choice for Clackamas county. At some future date we are confident that you will be able to say, "We are so happy we selected Evergreen for this contract." Thank you for the opportunity.

---

Section 5.6 Completed Proposal Certifications (see below)
---

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Evergreen Interpreting Services  
 (Must be entity's full legal name, and State of Formation)

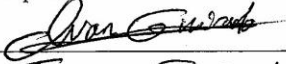
The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120  
 Non-Resident Proposer, Resident State Washington  
 Oregon Business Registry Number \_\_\_\_\_  
WA UBI number 601 638-392 ETN 87-0793438  
 Contractor's Authorized Representative

Signature:  Date: 05-15-18  
 Name: Ivar Guizado Title: Owner  
 Firm: Evergreen Interpreting Services  
 Address: 2220 NW Utah Ct  
 City/State/Zip: Camas, WA 98607 Phone: 360 954-5114  
 e-mail: evergreeninterpreting@comcast.net Fax: 360 844-6257

Contract Manager:  
 Name Silvia Guizado Title: Office Manager  
 Phone number: 360 844-5329  
 Email Address: evergreeninterpreting@comcast.net



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Oregon Certified Interpreter's Network, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [x] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Oregon Certified Interpreter's Network, Inc.
Address: 680 NW Altishin Place, Beaverton, OR 97006
Contractor Contract Administrator: Carlos Munoz
Phone No.: 503-840-7433
Email: carlos@oregoncertified.com
MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal



delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Oregon Certified Interpreter's Network, Inc.  
680 NW Altishin Place  
Beaverton, OR 97006

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).



**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....April 24, 2018  
Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time  
Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time  
Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time  
Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14

## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any



other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.



## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjobal (Q’anjob’al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa’o, S’gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				





**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**

# **RFP #2017-87-Interpreter Services**

Oregon Certified Interpreter's Network Inc.  
680 NW Altishin Pl.  
Beaverton OR 97006

**Qualifications ..... 2**



# OCIN

<b>Proposed Key Staff and Staff Experience; Staff Capacity .....</b>	<b>3</b>
<b>Customer Service.....</b>	<b>4</b>
<b>Quality Control.....</b>	<b>6</b>
<b>Added Value.....</b>	<b>7</b>
<b>References.....</b>	<b>9</b>

## Qualifications

**Oregon Certified Interpreter’s Network** was established as its own entity in 2007 after encountering an immense need in providing professional Interpreter and Translation services



statewide in different venues requiring Court Certification, implemented in 1996. This was the only Certification available in Oregon for almost 14 years, until the Certification for Healthcare Interpreters gained popularity in Oregon in the past 4 years. OCIN has been Networking with the most experienced Court and Healthcare Certified and Qualified Interpreters and Translators in almost all available languages in Oregon statewide. Having said that, it is important to advise you that our Interpreters work in different venues, not only for the Courts or Healthcare related matters; they are experienced in every workable venue available.

OCIN Started operations in 2007 working with privately retained attorneys, Court Appointed attorneys as contractors (Public Defense Service Commission) in criminal Court and Juvenile Court and in the Healthcare field having performed in psychological evaluations, psycho-sexual Evaluations for independent medical providers (**Examworks, MCN, Impartial Medical Opinions**) and insurance companies (**Geico, Travelers, Farmers Insurance**). These venues have ultimately awarded OCIN and our interpreters with excellent hands on working experience, enabling us to work proficiently at the **Oregon State Hospital** from 2009 to today, in 2011 we had the pleasure of being granted a contract with **Willamette Education Service District** which has given us a unique experience in the educational field. In the same year OCIN started working with the **Office of Administrative Hearings**, being involve in cases that range from DMV issues, Child-support, OLCC to unemployment cases. OCIN has been contracted with SAIF since 2015. OCIN has been chosen as one of the contractors for **DCBS-OSHA-Occupational Safety** in 2015. The two most recent contracts acquired by OCIN have come from the **Marion County Health Department**, and from **the Department of Human Services**. This latest one, has increased OCIN's network and scope of work rapidly throughout the state.

### Proposed Key Staff and Staff Experience; Staff Capacity

One of the key persons assigned to this project is Key to our service. OCIN's Coordinator and founder, Oscar Nunez, a Court Certified and Conference Interpreter, who possess a complete understanding of what the service requires in every sense. Over the past seven years OCIN has proven to have the leadership skills to run a successful company with low overhead costs and makes sure that individuals and their representatives have the best understanding possible through any proceedings.

We are dependable due to our customer friendly request systems, as well as requiring our interpreters to be on time, in the correct place, ready to interpret, and armed with more than sufficient skills for the task assigned. OCIN has been HIPAA compliant since 2007 when it was founded. Also as important is that we require our interpreters to abide by our Code of Ethics, the Code of Professional Responsibility for Interpreters in the Oregon Courts, and all of the regulations, laws, and established guidelines included (but not limited to) in Section 3.3 of this RFA.



Our supporting Key personnel is formed by an excellent team of 3 schedulers who themselves are experienced Interpreters with years of experience in the Interpreting world, this allows us to fully understand our clients' and our Interpreters' needs.

Our team is formed by Alejandra Johnson (Court Certified Interpreter), Carlos Nunez (Qualified Healthcare Interpreter), Ben Nunez (Qualified Healthcare Interpreter & ATA Translator).

## Customer Service

With our already in place system, requests can be done online thru a secure website, which will send the assignment to our calendar, advise us via an email alert that a request has been sent, and finally the requestor will receive a confirmation email of their request. This has been helpful to our clients because it is customer friendly and every party involved will have a paper trail. The request method can be adjusted depending on the Requesting Agency's protocol and needs. Every request will be confirmed by email by OCIN's staff.

When this has been set, our Scheduling Team will locate the required Interpreter and schedule the interpreter for the specific assignment, additionally, the scheduling staff will be in contact with the Interpreter 7 days prior, 2 days prior, and 24 hours prior to the assignment as a precautionary reminder.

Over the past several years we have found that the reminder system gives OCIN enough time to find another interpreter in case that there was a reason the interpreter could not attend the assignment. The Interpreters within our network are Interpreters who have been in the Interpreting industry for a number of years and do not plan on leaving. Many Interpreters are recycled through the profession, but we have been able to network with the professionals who have been and will keep interpreting for years. This is beneficial to our clients because our Interpreters have vast experience in the field.

OCIN's online scheduling process allows the user to request an interpreter at any time. Our on-call Scheduling Staff is always linked to the system (which provides an alert) enabling our staff to be able to contact the required interpreter within the network. At present we have more than 150 working Interpreters in a database of 750 in almost every language spoken in Oregon. We also access Interpreters from other states when the situation dictates the need or the required language is not available in Oregon.

We always prefer as much advance notice as possible for requests, although the reality of our field is quite different. We are very used to last minute requests for difficult to find languages. Filling these requests is what makes us shine.

### Locations and availability of the proposer's field staff





OCIN has been working with local Oregon Court Reporters since 2007. Thanks to OCIN's reputation, we have been awarded 2 contracts with National Court Reporting agencies. These Court Reporters schedule Interpreters through OCIN all throughout Oregon including, but not limited to Bend, Eugene, Medford, Portland, Pendleton, and Salem. In several occasions OCIN has scheduled Interpreters in Seattle and San Francisco.

OCIN's Network has benefited from working with the Oregon State Hospital for the past 6 years. The main hospitals are located in Salem and Junction City and up to this year a Portland facility was open as well. For these facilities OCIN has provided Interpreters in numerous languages to facilitate care. Interpreters attend to the patients' and staffs' needs daily, providing services in classes, medical, and psychological appointments as needed.

OCIN provides Interpreters for the Forensic Evaluations taking place at the facilities mentioned above as well as in Jails all across the State. For this type of evaluations the Interpreters need to be Court Certified or Court Qualified (for the non-certifiable languages), and preferably local. OCIN's network usually is already equipped to handle these requests. In case we don't already work with a certain language in a certain place, our schedulers are always able to secure new Interpreters for the situation.

OCIN has been working with the Office of Administrative Hearings since 2011. These hearings range from DMV issues, Child-support, OLCC, to unemployment cases. Most of the hearings are done over the phone with Certified Interpreters, but there is a large number of Onsite hearings taking place in Portland, Salem, Tillamook, Seaside, North Bend, Medford, Bend, Pendleton, The Dalles, and Coos Bay. Being able to provide Certified Interpreters & Qualified Interpreters has made OCIN able to distinguish itself from other providers. Once again providing Interpreters for these assignments on a regular basis has increased OCIN's service resources and network.

OCIN has worked closely with insurance companies such as Geico, StateFarm, SAIF, among others. OCIN's Interpreters are used to being part of an interview process between claim adjusters and claimants. As well having worked with ExamWorks since 2007 has given OCIN's Interpreters the expertise of a one on one interpretation in an interview setting. Their Oregon offices schedules exams for Portland, Salem, Eugene, Baker city, Corvallis, Medford, Bend, The Dalles, Pendleton, and Anchorage-Alaska.

Since the Healthcare Certification for Interpreters was introduced to Oregon, OCIN has built a relationship with every Certified and Qualified Interpreter. These Interpreters have been able to aide patients during medical appointments in different location including Providence clinics, Legacy, the Oregon Medical Group, Columbia Care, among others. OCIN's Network of Healthcare Certified Interpreters is growing rapidly from Clatsop County all the way across to Malheur County. OCIN is able to reach and secure these Interpreters to meet our clients' requests.

In order to keep costs down for our customers and our Interpreters we try to schedule local Interpreters for each assignment. This cuts down on the traveling expenses that a client may incur.



Only when it is unavoidable OCIN will have to request an Interpreter from out of town to travel to the appointment, with the client's previous authorization.

#### Fiscal Stability

In order to be fiscally responsible OCIN takes a very conservative approach on maintaining its working capital at appropriate levels. OCIN's policy has been to have sufficient working capital to avoid having to take short term debt for its operations and thus avoiding additional costs. Working capital is conservatively and carefully managed to maintain a balance between possible incomes from receivables.

OCIN looks at the liabilities that will arise from interpreter/translator services and then the forecast of cash influx from the accounts receivable, if there is a need from cash then partners deposit funds to ensure there is no negative cash flow.

#### Accounts receivable or invoicing process

OCIN uses different methods depending on our clients' needs. We have clients that require daily invoicing, others weekly or monthly. Each invoice is designed to fit our client's needs regarding the information from the assignment and any additional information they may require.

### Quality Control

#### Process used to verify language proficiency skills for Conversational Interpreters;

Interpreters at this level are required to have a 2 years minimum work experience as currently working Interpreters (needing documentation to verify this experience). They are also required to undergo a conversational sit down with one of our Senior Interpreters (a Certified Interpreter if available, if not, a Court Qualified Interpreter) on the specific language. They are also required to be fully aware and abide to The Interpreter's Code of Ethics and other Ethics codes as mentioned above.

All interpreters are required to document at least 120 hrs. of qualifying work within one calendar year and provide on a yearly basis documentation of at least 14 hours of continuing education credits on Interpreting or language skills.

#### Procedure and process for monitoring interpreters' performance;



OCIN Staffs Senior Interpreters to oversee/supervise actual assignments. With our clients approval we have a Senior Interpreter attend an assigned session with our Working Interpreter to evaluate the interpreter's performance and to give feedback to the Working Interpreter to assure that everything in the interpreter's delivery is up to par. With years of experience there is rarely any problem at all with the interpretation. We simply strive to make our interpreters better themselves each day.

Process used to verify interpreters certifications and for ensuring certifications are maintained;

As soon as we have a new Certified, Registered, or Qualified Interpreter on board with us, we require them to send us a copy of their certification (which includes the expiration date of the certification), we file it and keep up with the expiration dates to ensure our colleges are up to date with their documentation. Also as a precaution once a year we revise our Roster and Database for State Certified, Registered, and Qualified Interpreters to assure no one has been deleted by the State of Oregon for any reason. The same practice is applied to revise the Health Care Certified and Qualified Interpreters' standing with the State.

Service level

The expectation to perform from our Interpreters is set as high as if they were interpreting at the Court, no matter what kind of appointment they are in. OCIN has chosen to partner up with these Interpreters, because they are able to exceed our client's expectations. Our Interpreters have proven to be more than qualified to provide this level of excellence in any setting.

Procedure for handling complaints, interpreter - translator performance, and corrective or disciplinary action.

When any comment or complaint is received, it is handled immediately by Oscar Nunez who will contact the parties involved to obtain the facts and if deemed necessary, the Interpreter will be suspended immediately until further action is taken. We look at some of these issues as learning experiences for us, the Interpreters, and our clients. We strive to educate everyone involved in these matters without divulging any confidential information.

Business litigation

By abiding to the Code of Ethics and making sure our interpreters abide to this Code of Ethics, OCIN has remained free from litigation since it was founded in 2007.

**Added Value**

Translations and Transcriptions



OCIN has been involved in Translation (to and from Spanish) assignments since 2007 through working with the Public Defense Commission and contract attorneys in different type of cases including Death Penalty cases, homicide cases, sex abuse cases, manslaughter, civil commitments and other serious cases that require ultimate diligence from us due to possibilities of long incarceration or death. Besides having knowledge of the language, our Interpreters have also cultural knowledge, which includes history, customs, traditions, and practices which allows OCIN interpreters to provide a high quality final product.

Recently the translation requests have increased from firms within and outside of the United States. OCIN is very selective about its translators and will only work with ATA certified translators.

#### Non-English Source document and verbal Interpretation

Our Interpreters/Translators are trained and experienced on what is technically called Sight Translation. In order to be Court Qualified an Interpreter must be able to perform Sight Translation, with this in mind all of our Interpreters would be able to accommodate the client's needs at said time.

#### Simultaneous Interpretations

All of OCIN's Interpreters are well versed in the less common Simultaneous Interpreting. OCIN's Interpreters have been working at state conferences (serving DAS), private conferences, nonprofit conferences and classes such as Kid's Turns, Trauma Nurses through Legacy, among others.

#### Telephonic Access

OCIN provides 24/7 telephonic access to Interpreters in over 200 languages. This has been solely aimed to help to our clients to set up appointments and confirm appointments with their clients, when an Onsite Interpreter will be available.

OCIN believes that a Telephonic Interpreter cannot achieve the same level of accuracy as an Onsite Interpreter, but OCIN understands that it is necessary in certain situations.

#### Minority Business

OCIN is registered with the state of Oregon as a minority business enterprise.

Organization: State of Oregon

Certificate Number: 8802

#### **References**



Gabriella D'Eliso

Interpreter Services Coordinator

Oregon State Hospital

2600 Center St NE

Salem, OR 97301

Phone: 503-756-7889

[GABRIELLA.J.DELISO@dhsosha.state.or.us](mailto:GABRIELLA.J.DELISO@dhsosha.state.or.us)

Emese Perfecto

DHS Office of Equity and Multicultural Services

REaL+D and Language Services Manager,

500 Summer Street NE, E-01 (2nd floor Green 63)

Salem, OR 97301-1066

503 945-6687

[Emese.I.Perfecto@state.or.us](mailto:Emese.I.Perfecto@state.or.us)

Glenda Robinett

ExamWorks

Lead Scheduler

2501 SW 1<sup>st</sup> Ave Ste 400

Portland, OR 97201

503-754-7834

[Glenda.robinett@examworks.com](mailto:Glenda.robinett@examworks.com)

**Oscar Nunez**

680 NW Altishin pl. Beaverton, OR 97006



(503)840-7467 oscar@oregoncertified.com

**Education**

- 4 year Law School, Universidad IberoAmericana 1990
- Specialization in Corporate Law
- Interpreter/Translator, Berlitz Mexico 1998
- 2-year program
  - Learned the proper techniques for Conference Interpreting
  - Learned the proper techniques for document Translations
- Court Certified Spanish Interpreter 2006
- Working in the Circuit Courts throughout the State of Oregon

**Work Experience**

- Oregon Certified Interpreter's Network  
**CEO & Found** 2007- Present
- Overseeing different areas of a mid-size business including administration, Human resources, and customer service
  - Day to day activities
  - Interpreting with different clients in various workable venues
- Oregon Courts  
**Spanish Certified Court Interpreter** 2007- Present
- Spanish/English Interpreter
  - Interpreting for Administrative Hearings, Death Penalty Cases
  - Interpreted at several Forensic Evaluations conducted through the Oregon State Hospital
- Importaciones Dinamika 1991-2004  
**CEO & Founder**
- Overseeing different areas of a mid-size business including administration, human resources, and customer service
  - Promoted services with International clients
  - Logistics analysts

**Skills**

- Enjoys Interpreting in over 200 wpm.
- Proficient with Microsoft Word, Excel, Quickbooks, and basic computer skills

**Rates**

<b>Language</b>	<b>In person/hr Conversational Interpreter</b>	<b>In Person/hr Certified &amp; Qualified Medical Interpreter</b>	<b>In Person/hr Court Certified, Registered, &amp; Qualified</b>	<b>Telephonic /minute</b>	<b>Transcription &amp; translation /word</b>
<b>Acholi</b> – <i>Uganda, Sudan</i>		NA		\$1.24	0.25
<b>Afrikaans</b> – <i>South Africa, Namibia</i>		NA		\$1.24	0.25
<b>Akan</b> – <i>Ghana, Ivory Coast</i>		NA		\$1.24	0.25
<b>Akateko</b> – <i>Guatemala</i>		NA	75	\$1.24	0.25
<b>Albanian</b> – <i>Albania</i>		NA		\$1.24	0.25
<b>Algerian Arabic</b> – <i>Algeria</i>	45	NA		\$1.24	0.25
<b>Amharic</b> – <i>Ethiopia</i>	45	NA		\$1.24	0.25
<b>Arabic</b> – <i>Widely Distributed</i>		NA		\$1.24	0.25
<b>Armenian</b> – <i>Armenia</i>		NA		\$1.24	0.25
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>		NA		\$1.24	0.25
<b>Assyrian</b> – <i>Iraq</i>		NA		\$1.24	0.25
<b>Azerbaijani</b> – <i>Azerbaijan</i>		NA		\$1.24	0.25
<b>Azorean Portuguese</b> – <i>Azores Islands</i>	45	NA		\$1.24	0.25
<b>Bahnar</b> – <i>Vietnam</i>	45	NA		\$1.24	0.25
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>		NA		\$1.24	0.25
<b>Bambara</b> – <i>Mali</i>		NA		\$1.24	0.25
<b>Belarusan</b> – <i>Belarus</i>		NA		\$1.24	0.25
<b>Bengali</b> – <i>Bangladesh, India</i>		NA		\$1.24	0.25
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>	40	45	75	\$1.24	0.25
<b>Brazilian Portuguese</b> – <i>Brazil</i>	45	NA	75	\$1.24	0.25
<b>Bulgarian</b> – <i>Bulgaria</i>	45	NA	75	\$1.24	0.25
<b>Burmese</b> – <i>Myanmar (former Burma)</i>	45	50	75	\$1.24	0.25
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>	45	75	75	\$1.24	0.25
<b>Cantonese</b> – <i>China</i>	45	45	75	\$1.24	0.20
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>		NA		\$1.24	0.25

<b>Catalan</b> – <i>Andorra, Spain</i>		NA		\$1.24	0.25
<b>Cebuano</b> – <i>Philippines</i>		NA		\$1.24	0.25
<b>Chaldean</b> – <i>Iraq</i>		NA		\$1.24	0.25
<b>Chamorro</b> – <i>Guam</i>		NA		\$1.24	0.25
<b>Chaozhou (Teochew)</b> – <i>China</i>		NA		\$1.24	0.25
<b>Chin</b> – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
<b>Chinese (var. languages/dialects)</b> – <i>China</i>		NA		\$1.24	0.25
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>		55	75	\$1.24	0.25
<b>Croatian</b> – <i>Croatia</i>	45	50	75	\$1.24	0.25
<b>Czech</b> – <i>Czech Republic</i>		NA		\$1.24	0.25
<b>Danish</b> – <i>Denmark</i>		NA		\$1.24	0.25
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>		NA	75	\$1.24	0.25
<b>Dene</b> – <i>Canada</i>		NA		\$1.24	0.25
<b>Dewoin</b> – <i>Liberia</i>		NA		\$1.24	0.25
<b>Dinka</b> – <i>Sudan</i>		NA	75	\$1.24	0.25
<b>Duala</b> – <i>Cameroon</i>		NA		\$1.24	0.25
<b>Dutch</b> – <i>Netherlands</i>		NA		\$1.24	0.25
<b>Egyptian Arabic</b> – <i>Egypt</i>	45	50	75	\$1.24	0.25
<b>Estonian</b> – <i>Estonia</i>		NA		\$1.24	0.25
<b>Filipino (Tagalog)</b> – <i>Philippines</i>	45	50	75	\$1.24	0.25
<b>Finnish</b> – <i>Finland</i>		NA		\$1.24	0.25
<b>Flemish</b> – <i>Belgium</i>		NA		\$1.24	0.25
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>	45	50	75	\$1.24	0.25
<b>French Creole</b> – <i>Caribbean</i>	45	NA	75	\$1.24	0.25
<b>Fukienese</b> – <i>China</i>		NA		\$1.24	0.25
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>		NA		\$1.24	0.25
<b>Fuzhou</b> – <i>China</i>		NA		\$1.24	0.25
<b>Ga</b> – <i>Ghana</i>		NA		\$1.24	0.25
<b>Gen (Mina)</b> – <i>Togo, Benin</i>		NA		\$1.24	0.25



<b>German</b> – <i>Germany</i>		NA		\$1.24	0.25
<b>Gokana (Khana)</b> – <i>Nigeria</i>		NA		\$1.24	0.25
<b>Greek</b> – <i>Greece</i>		NA		\$1.24	0.25
<b>Gujarati</b> – <i>India</i>		NA		\$1.24	0.25
<b>Haitian Creole</b> – <i>Haiti</i>		NA	75	\$1.24	0.25
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
<b>Hmong</b> – <i>China, Vietnam, Laos</i>	NA	45	75	\$1.24	0.25
<b>Hungarian</b> – <i>Hungary</i>		NA		\$1.24	0.25
<b>Hakka</b> – <i>China</i>		NA		\$1.24	0.25
<b>Hausa</b> – <i>Niger, Nigeria</i>		NA		\$1.24	0.25
<b>Ibo (Igbo)</b> – <i>Nigeria</i>		NA		\$1.24	0.25
<b>Ilocano</b> – <i>Philippines</i>		NA		\$1.24	0.25
<b>Hebrew</b> – <i>Israel</i>		NA	75	\$1.24	0.25
<b>Hindi</b> – <i>India</i>		NA		\$1.24	0.25
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>		NA		\$1.24	0.25
<b>Iraqi Arabic</b> – <i>Iraq</i>	45	NA	75	\$1.24	0.25
<b>Italian</b> – <i>Italy</i>		NA	95	\$1.24	0.25
<b>Japanese</b> – <i>Japan</i>		NA		\$1.24	0.25
<b>Jarai</b> – <i>Vietnam</i>		NA		\$1.24	0.25
<b>Javanese</b> – <i>Indonesia</i>		NA		\$1.24	0.25
<b>Jordanian Arabic</b> – <i>Jordan</i>		NA	75	\$1.24	0.25
<b>Juba Arabic</b> – <i>Sudan</i>		NA		\$1.24	0.25
<b>Kanjobal (Q'anjob'al)</b> – <i>Guatemala</i>		NA	75	\$1.24	0.25
<b>Kannada</b> – <i>India</i>		NA		\$1.24	0.25
<b>Kapampangan</b> – <i>Philippines</i>		NA		\$1.24	0.25
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>	45	55		\$1.24	0.25
<b>Kayah</b> – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>	45	75	75	\$1.24	0.25
<b>Kinyarwanda</b> – <i>Rwanda</i>	45	NA		\$1.24	0.25
<b>Kirundi</b> – <i>Burundi</i>		NA		\$1.24	0.25

<b>Koho</b> – <i>Vietnam</i>		NA		\$1.24	0.25
<b>Korean</b> – <i>Korea</i>	40	45	75	\$1.24	0.20
<b>Kpele</b> – <i>Guinea, Liberia</i>		NA		\$1.24	0.25
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>		NA		\$1.24	0.25
<b>Kuawaiti Arabic</b> – <i>Kuwait</i>		NA		\$1.24	0.25
<b>Lao</b> – <i>Laos</i>	40	45	75	\$1.24	0.25
<b>Latvian</b> – <i>Latvia</i>		NA		\$1.24	0.25
<b>Lebanese Arabic</b> – <i>Lebanon</i>		NA		\$1.24	0.25
<b>Lingala</b> – <i>Congo, Republic of the</i>		NA		\$1.24	0.25
<b>Lithuanian</b> – <i>Lithuania</i>		NA		\$1.24	0.25
<b>Luganda</b> – <i>Uganda</i>		NA		\$1.24	0.25
<b>Luo</b> – <i>Kenya</i>		NA		\$1.24	0.25
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>	40	45	75	\$1.24	0.25
<b>Macedonian</b> – <i>Macedonia</i>	40	NA		\$1.24	0.25
<b>Malay</b> – <i>Malaysia</i>		NA		\$1.24	0.25
<b>Malayalam</b> – <i>India</i>		NA		\$1.24	0.25
<b>Malinke</b> – <i>Senegal</i>		NA		\$1.24	0.25
<b>Mam</b> – <i>Guatemala</i>		NA		\$1.24	0.25
<b>Mandarin</b> – <i>China</i>	40	45	75	\$1.24	0.25
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>		NA		\$1.24	0.25
<b>Marathi</b> – <i>India</i>		NA		\$1.24	0.25
<b>Marshallese</b> – <i>Marshall Islands</i>		NA	75	\$1.24	0.25
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>		NA	75	\$1.24	0.25
<b>Mien</b> – <i>China, Laos, Thailand</i>	45	NA	75	\$1.24	0.25
<b>Mina (Gen)</b> – <i>Togo, Benin</i>		NA		\$1.24	0.25
<b>Minangkabau</b> – <i>Indonesia</i>		NA		\$1.24	0.25
<b>Mixteco Alto</b> – <i>Mexico</i>		NA		\$1.24	0.25
<b>Mixteco Bajo</b> – <i>Mexico</i>		NA		\$1.24	0.25
<b>Mnong</b> – <i>Vietnam</i>		NA		\$1.24	0.25
<b>Mongolian</b> – <i>Mongolia</i>		NA		\$1.24	0.25
<b>Moroccan Arabic</b> – <i>Morocco</i>		NA		\$1.24	0.25

<b>Nahuatl</b> – Mexico		NA		\$1.24	0.25
<b>Navajo</b> – U.S.A.(Southwest)		NA		\$1.24	0.25
<b>Nepalese</b> – Nepal, India	45	50	75	\$1.24	0.25
<b>Nuer</b> – Sudan		NA		\$1.24	0.25
<b>Oromo</b> – Ethiopia		NA		\$1.24	0.25
<b>Palestinian Arabic</b> – Israel, Jordan		NA		\$1.24	0.25
<b>Pangasinan</b> – Philippines		NA		\$1.24	0.25
<b>Papiamentu</b> – Netherlands Antilles		NA		\$1.24	0.25
<b>Pashto (Pushto)</b> – Pakistan, Afghanistan		NA	75	\$1.24	0.25
<b>Portuguese Creole (Cape Verdean)</b> – Cape Verde		NA		\$1.24	0.25
<b>Persian (Farsi)</b> – Afghanistan, Iran, Iraq, Pakistan		NA		\$1.24	0.25
<b>Russian</b> – Russia	40	45	75	\$1.24	0.25
<b>Samoan</b> – Samoa	50	NA	75	\$1.24	0.25
<b>Polish</b> – Poland		NA		\$1.24	0.25
<b>Portuguese</b> – Portugal, Brazil, et al.		NA		\$1.24	0.25
<b>San Miguel</b> – Mexico		NA		\$1.24	0.25
<b>Santa Eulalia</b> – Guatemala		NA		\$1.24	0.25
<b>Saraiki</b> – Pakistan, India		NA		\$1.24	0.25
<b>Serbian</b> – Serbia, Montenegro	40	45	75	\$1.24	0.25
<b>Serbo-Croatian</b> – Balkans	40	45	75	\$1.24	0.25
<b>Shanghainese</b> – China		NA		\$1.24	0.25
<b>Sichuan (Szechuan)</b> – China		NA		\$1.24	0.25
<b>Sinhalese</b> – Sri Lanka		NA		\$1.24	0.25
<b>Slovak</b> – Slovakia		NA		\$1.24	0.25
<b>Somali</b> – Somalia	40	45	75	\$1.24	0.25
<b>Soninke (Serahule)</b> – Mali		NA		\$1.24	0.25
<b>Sorani (Central Kurdish)</b> – Iraq		NA	95	\$1.24	0.25
<b>Spanish</b> – Spain, Latin America, et al.	40	45	75	\$1.24	0.20
<b>Sudanese Arabic</b> – Sudan		NA		\$1.24	0.25
<b>Susu</b> – Guinea		NA		\$1.24	0.25
<b>Swahili</b> – Kenya, Somalia, Tanzania,	45	50	75	\$1.24	0.25

<b>Swedish – Sweden</b>				\$1.24	0.25
<b>Syrian Arabic – Syria</b>	45	50	75	\$1.24	0.25
<b>Tagalog (Filippino) – Philippines</b>	45	50	75	\$1.24	0.25
<b>Tai Dam – Vietnam</b>		NA		\$1.24	0.25
<b>Taiwanese – Taiwan</b>		NA	75	\$1.24	0.25
<b>Tamil – India</b>		NA		\$1.24	0.25
<b>Telugu – India</b>		NA	75	\$1.24	0.25
<b>Teochew (Chaozhou) – China</b>		NA		\$1.24	0.25
<b>Thai – Thailand</b>	40	45	75	\$1.24	0.25
<b>Tibetan – China</b>			75	\$1.24	0.25
<b>Tigrigna (Tigrinya) – Ethiopia, Eritrea</b>	40	NA	75	\$1.24	0.25
<b>Toishanese – China</b>		NA	75	\$1.24	0.25
<b>Tongan – Tonga</b>		NA	75	\$1.24	0.25
<b>Trukese (Chuukese) – Micronesia</b>		55	75	\$1.24	0.25
<b>Tunisian Arabic – Tunisia</b>		NA		\$1.24	0.25
<b>Turkish – Turkey</b>		NA	75	\$1.24	0.25
<b>Twi – Ghana</b>		NA		\$1.24	0.25
<b>Tzotzil – Mexico</b>		NA		\$1.24	0.25
<b>Ukrainian – Ukraine</b>	40	45	75	\$1.24	0.25
<b>Urdu – Pakistan, India</b>	40	45	75	\$1.24	0.25
<b>Vietnamese – Vietnam</b>	40	45	75	\$1.24	0.20
<b>Wolof – Senegal</b>		NA		\$1.24	0.25
<b>Xhosa – South Africa</b>		NA		\$1.24	0.25
<b>Yemeni Arabic – Yemen</b>		NA		\$1.24	0.25

**All conversation and medical interpreters  
have a 1 hour minimum  
All Court interpreters have a 2 hour  
minimum**

**All interpreters will bill for the scheduled length of the assignment or the actual length of the assignment, whichever one is longer**

**There is a 24 hour late cancellation policy in writing**

**NA represents that there are no Medical Qualified or Certified interpreters based on state requirements**

**More languages are available, but they would incur a mileage cost**

**Latin american dialects are available, but they would incur a mileage and travel time cost, at the state's rate**

**OCIN would be able to start providing services as soon as the county is ready**

**Requests can be made by email, or through our website**

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Oregon Certified Interpreter's Network, INC  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

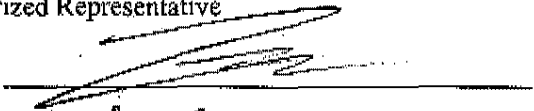
(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State

Oregon Business Registry Number 498291-95

Contractor's Authorized Representative

Signature: 

Date: 5-15-18

Name: Carlos Muñoz Quinard

Title: Sales Manager

Firm: OCIN

Address: 680 NW Alhishia pl

City/State/Zip: Beaverton, OR 97006

Phone: (503) 840-7433

e-mail: carlos@oregancertified.com

Fax: 503-649-5121

Contract Manager:

Name Carlos Muñoz Q

Title: Sales Manager

Phone number: 503-840-7433

Email Address: carlos@oregancertified.com



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Purple Communications, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Purple Communications, Inc.
Address: 595 Menlo Drive, Rocklin, CA 95765
Contractor Contract Administrator: Michael Amsterdam
Phone No.: 916-274-8449
Email: contracts@purple.us
MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.



## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Purple Communications, Inc.  
595 Menlo Drive  
Rocklin, CA 95765

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....	April 24, 2018
Protest of Specifications Deadline.....	May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14

## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements



- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**



**Purple Communications, Inc.**  
700 Washington Street, Suite 603  
Vancouver, WA 98660  
<https://purplevrs.com/vancouver>

**Purple Communications, Inc.**  
**Sign Language Interpreting Proposal For**  
**Clackamas County**  
**RFP #2017-87 - Interpreter Services**

**Submitted to:**

Clackamas County Procurement Division  
Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
[procurement@clackamas.us](mailto:procurement@clackamas.us)

**Submitted by:**

Michael Amsterdam  
Purple Communications, Inc.  
916.274.8449 (office)  
916-435-8732 (fax)  
[contracts@purple.us](mailto:contracts@purple.us)

**May 16, 2018**

## **Table of Contents**

**Transmittal Letter**

**Purple General Background and Qualifications:**

**Purple Interpreters**

**Purple Vancouver**

**Scope of Work**

**Onsite ASL Interpreting**

**ASL Video Remote Interpreting**

**Video Relay Service**

**Exhibit D Fees**

**References**

**Proposal Certification**



## Transmittal Letter



May 16, 2018

Clackamas County Procurement Division  
Attention: George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

Re: RFP BD#1861 – Interpreter Services

Greetings,

Enclosed is the Purple Communications, Inc. (Purple) proposal in response to the above referenced RFP for interpreter services.

Purple offers the Clackamas County the experience, depth of resources, and educational expertise to provide a reliable response system for sign language interpreting needs. Purple has been continuously serving the deaf and hard of hearing community since 1982. In February 2017, Purple was acquired by ZVRS Holding Company. ZVRS is a nationally recognized provider of video relay services that enable Deaf and Hard-of-Hearing individuals to communicate with hearing people worldwide. The combined entities are a leading provider of communications access services for the deaf and hard of hearing community

Purple submits this offer to provide the following services to the District:

- On-site American Sign Language Interpreting
- ASL Video Remote Interpreting (VRI)
- Video Relay Service (VRS)

Purple can meet and exceed the requirements under the RFP with:

- Qualified and experienced interpreting staff
- Experienced administrative staff and web based scheduling systems
- Historical 98% fill rate for onsite interpreting assignments
- 24/7/365 availability for all services

Please contact the undersigned Purple POC if you have any questions or need any additional information.

Thank you for the opportunity to bid on this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Michael Amsterdam".

Michael Amsterdam  
Director of Contracts  
[contracts@purple.us](mailto:contracts@purple.us)  
916-274-8449

**RFP #2017-87\_Purple Proposal**

## Purple General Background and Qualifications

Purple Communications, Inc. (Purple™) was formed in 2008 with the merger of five of the leading providers of communication services for deaf individuals – Hands-On Video Services, Go America, Verizon Video Relay, Sign Language Associates and Visual Language Interpreting. In February 2017, Purple was acquired by ZVRS Holding Company. ZVRS is a nationally recognized provider of video relay services that enable Deaf and Hard-of-Hearing individuals to communicate with hearing people worldwide. The combined entities are a leading provider of communications access services for the deaf and hard of hearing community.

Purple offers these high quality services:

- Community onsite Interpreting
- Video Remote Interpreting (VRI)
- Video Relay Services (VRS).
- Communication Access Real-time Translation Services (CART)

Purple's depth of resources allows the company to provide its clients with needed coverage on a round-the-clock basis. It is an impressive fact that through the work of our combined business units Purple has been continuously serving the deaf or hard of hearing community since 1982.

In this time, Purple has been instrumental in offering a long list of innovations including:

- The nation's first on-site interpreting business including same day service
- The nation's first coordinated Emergency Services Network 24/7 access
- The nation's first Video Remote Interpreting Service 24/7 Access
- The nation's first provider of video interpreting services via Internet Protocols
- The nation's largest provider of blended service – VRS, VRI, CART and on-site interpreting services

Together, these Purple services have enriched the lives of millions of people through more accessible, clearer communication. Purple Communications is proud of its combined years of service to the deaf community and its reputation as a national leader in the field. Purple understands the needs, knows how to deliver high quality services, leads the way in innovations and remains committed to the personal touch required to serve customers.

Purple provides high quality, professional sign language interpreting services 24 hours a day, 7 days a week, 365 days a year by providing qualified and experienced interpreters both on-site and via video remote technology. Purple employs over 1000 sign language interpreters located in 20 communications centers covering 5 time zones. In addition, Purple has contracts with independent contractors and sign language interpreting agencies to be able to provide services anywhere in the U.S.

Purple provides communications services for a wide array of organizations, including federal, state and local governments, educational institutions, healthcare providers, and large businesses. Customers include national organizations such as Amazon, Boeing, Cleveland Clinic, and numerous local governments such as San Marin County, Santa Clara County, Los Angeles Unified School District, and the City of Oakland.

## Purple Interpreters

Purple takes pride in ensuring the following about our American Sign Language interpreters:

- ✓ Individually screened to ensure quality
- ✓ Have national or state equivalent Certifications
- ✓ Strictly adhere to the RID code of professional conduct
- ✓ Receive customer service training
- ✓ Must pass a background check
- ✓ Are subject to comprehensive, mandatory training requirements
- ✓ Extensive training regarding the maintenance of client confidentiality
- ✓ Conform to HIPPA Regulations

To ensure consumers language preferences are met, we use a system to screen each applicant's interpreting abilities, their abilities are tested into 4 sections: Interactive Dialogue (a conversation of two deaf persons with one hearing person in which the applicant must provide both American Sign Language [ASL] to spoken English interpretation and spoken English to ASL); a Mock Video Relay Services Call (a phone to video conversation between a Deaf person and a Hearing person in which the applicant must provide both ASL to spoken English interpretation and spoken English to ASL interpretation); an ASL Narrative (a narrative presentation in ASL, narrated by a Deaf person for which the applicant must provide a spoken English interpretation); and a Spoken English Narrative (a narrative presentation in English by a hearing person for which the applicant must provide an ASL interpretation.) The assessment is scored by a team of three raters: a manager from the Purple Professional Services Team; a trained external Deaf person; and a trained external, certified interpreter. All applicants must receive a passing score to move forward in the interview process.

Prior to hiring, we use E-verify, an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. Our background checks are completed by a third party company Talentwise and results submitted to our human resources department prior to employment. Prior employment, educational credentials, certifications and levels are verified. Additionally, a criminal background check is performed at the local and federal level. Each Purple employee must have successfully passed a background check prior to employment at Purple.

Furthermore, all Purple interpreters are audited annually by the Human Resource Department to ensure they are up to date and are in full compliance with their certifications. Purple holds each interpreter responsible to meet the eighty hours of Continuing Education Units (CEUs) each four years as required by the national Registry of Interpreters for the Deaf. To assist in assuring all interpreters can be in full compliance with certification, Purple provides both tuition reimbursement and professional development monies to full-time staff and provides local and corporate trainings throughout the year to all staff.

In addition to the customer service training, Purple's interpreters are subject to comprehensive, mandatory training requirements, including extensive training regarding the maintenance of client confidentiality (including any PHI content obtained in the course of providing interpreting services). Purple video interpreters are subject to mandatory FCC compliance training reinforcing client interpreting confidentiality. All Purple interpreters are also subject to a stringent code of ethics including client confidentiality requirements, each of the foregoing three (3) training regimes are subject to reinforcement through annual mandatory FCC training regarding confidentiality.

Purple video facilities are subject to FCC regulations regarding confidentiality and security requirements, whereby the location is separately secured from other Purple employees with only authorized employees permitted, additionally, Purple confidentiality requirements prohibit interpreters from using or possessing video, audio or other recording equipment within the interpreting call area; supervision of interpreter behavior, including maintenance of client confidential information, is strictly enforced by colleagues, on-site supervisors and customer feedback.

## Purple Vancouver

The Purple Vancouver center has provided onsite interpreting services to hundreds of customers in the Portland/Vancouver metropolitan area, including business, tech companies, education and healthcare customers.

Purple is offering Clackamas County American Sign Language Interpreting Services (ASL) from its Vancouver, Washington communications center. This center has been providing ASL services to the greater Portland area and SW Washington since 2004 and has recently expanded to serve the I-5 corridor between Portland and Eugene. We employ over 60 ASL interpreters that can provide onsite interpreting services for our customers located in the Vancouver/Portland, Salem and Eugene areas. The majority of our interpreters live in the Vancouver/Portland metropolitan area and others live throughout the state of Oregon, including Salem and Eugene, thus making it possible for us to provide highly qualified interpreters throughout the region. We also have interpreters who regularly travel to more remote locations to provide services.

Vancouver Center staff and IC certifications:

- VCC has 31 Certified staff interpreters plus 2 certified administrators and one certified trainer.
- VCC has 38 Certified IC's, of which 3 are Certified Deaf Interpreters.
- VCC has 2 EIPA certified and Purple qualified employees.
- VCC has 3 EIPA certified and Purple qualified IC's

Purple differs from other agencies in our region as our interpreters are also employees with regularly scheduled hours. This allows us to meet many short notice and last minute requests. We also have some of the regions' most sought after legal interpreters who have experience interpreting for depositions, worker's compensation issues, court appointments and other legal related matters.

We also differ from other agencies in our leadership team, which is comprised of experienced, career professional interpreters who are respected throughout the region for their skill as interpreters and as interpreter trainers, as well as their commitment to serving communication needs of the Deaf and Hard of Hearing communities. No other agency has this level of expertise and experience at the helm of their community interpreting program. The benefit of this is the accurate placement of the most skilled and professional interpreters for each assignment, rather than assigning someone based solely on their availability.

**Jean A. Miller**, Center Manager, has been on the Purple Management Team for 13 years, managing the day-to-day operations of the Vancouver Center and providing support to the local team of interpreters who provide VRS, VRI, and onsite interpreting services. Prior to her service at Purple, Jean worked in a variety of settings as a staff interpreter, independent contractor, interpreter coordinator, and educational interpreter consultant assistant. Certified by RID since 1993, Jean specializes in theatrical interpreting and attended TDF's "Interpreting For the Theatre" intensive in NYC in 1999 and 2005. Active in the interpreting community, Jean edits for StreetLeverage.com, presents workshops, and founded WestSide TerpTalk, a local networking meet-up for sign language interpreters entering its sixth year.

**Julie Gebron, M.Ed**, is the Center Supervisor for Community On-Site ASL Interpreting services for Purple Communications in Oregon and Southwest Washington. She works with Purple employees and other local interpreters to ensure excellent communication access for Purple's customers. A nationally certified ASL interpreter, Julie has also been a small business owner, language/learning consultant, workshop presenter, freelance teacher and spent ten years as a high school teacher and coach at the Washington School for the Deaf. She holds degrees in American Studies, Cinema Studies and Special Education, and is the author of "Sign the Speech: An Introduction to Theatrical Interpreting."

**Shannon Loftis** is the Center Assistant for the Vancouver center. She has been with the company for over 10 years. After moving to the Northwest in the mid 1980's, she attended college at Western Oregon University and graduated with her Bachelor's degree in American Sign Language Interpretation. She has 20 years of experience in office administration, scheduling, and training development. Shannon works closely with the management team at the Purple Vancouver center to coordinate interpreting scheduling for VRS and on-site services as well as interfacing with clients and assisting with day-to-day operations.

## **Scope of Work**

### **Onsite ASL Services**

Purple Communications (Purple) will provide onsite American Sign Language (ASL) Interpreting Services for Clackamas County on an as needed basis for Clackamas County Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations). This will include ASL onsite interpreting and VRI services for a variety of work situations. Purple is experienced in providing interpreting services and has performed service of comparable scope and complexity as specified in the RFP.

Purple shall provide highly qualified, professional interpreters that meet Clackamas County requirements:

- Proficiency in signing American Sign Language;
- Competency in the RID Code of Ethics and ASL professional standards for interpreters and translators;
- Experience maintaining confidentiality;
- Experience providing ASL services in any work environment or community setting

Purple interpreters shall be proficient in communication using American Sign Language and other modes such as Signed English, Pigeon Signed English (PSE), Oral (lip reading), and/or Tactile (for deaf and blind). They shall also present a positive, friendly attitude in their communication skills that shall be comfortably comprehended by diverse groups.

Purple will provide qualified sign language interpreters who are able to interpret effectively, accurately and impartially, both receptively and expressly using any necessary specialized vocabulary; have professional experience with a wide variety of clients in a work setting required by the County; possess an in-depth knowledge of Deaf Culture and the Deaf Community; be a certified member in good standing of RID and hold a valid certificate (Interpretation and/or transliteration) from the RID at the time of application; and be able to demonstrate skills in indicating nuances, tone, etc. of manual or verbal communication in order to accurately convey the message.

Upon award, the schedulers for this event will make initial contact to all interpreters and select the most appropriate and qualified interpreters. Based on the needs for each pavilion, the interpreters will be pre-scheduled and be provided with the onsite contact information for the onsite coordinator for any last minute needs or changes.

Purple uses a proprietary on-line customer service database scheduling tool known as G2, which provides interpreters with an on-line scheduling and invoicing tool. It provides management with the ability to schedule efficiently and create a variety of customized operational reports, and provides customers with a gateway into the system for collaborative work environments. Purple stands more ready than ever before to not only continue a high-level of contract performance but also introduce improved administrative and management approaches to operational effectiveness and efficiencies.

To put in a request, Purple Vancouver team can be reached 24/7 at:

- Email: [PurpleVanport@purple.us](mailto:PurpleVanport@purple.us)
- Phone: 360-695-6634
- Online request: <https://signlanguage.com/Onsite/>

Purple's DC Center Assistant provides frontline interactions with all of our customers; taking their requests whether through phone call, fax or email, processing their requests in our G2 scheduling system, and making sure all customers are provided with the upmost Purple Customer Service experience. To provide our interpreters with the most accurate information about each assignment, we request the following details be included with each request:

- Name and phone number of individual making request;
- Name and telephone number of the on-site contact person;
- Date, time and duration of the assignment;
- Location for the assignment and a detailed description of the event;
- Special information pertinent to the appropriate placement of an interpreter;
- Name(s) and Sign Language preference of consumer(s) when possible.

Purple shall respond within 4 hours of notification via telephone or email of request to confirm availability of the interpreter. Purple shall provide Clackamas County with the name of the assigned interpreter(s).

All requests are entered into G2 which tracks all requests by date and time and status. Once a request gets in our system, our scheduler will start our search process immediately. Purple keeps an accurate record of interpreter training, expertise and credentials for all interpreters. Each interpreter provides to the scheduler and manager a listing of all specific areas of expertise documenting appropriate training hours and years of experience. This documentation is stored under the interpreter profile in the G2 system. The scheduler uses the information stored in this database to assure that the interpreter assigned to specialized requests is proficient in the subject area identified. This important tool also holds consumer preferences ensuring that Purple's scheduling department will make the best match possible when confirming an interpreter for an assignment.

Purple understand that the interpreter assignments will be based on the communication needs of the individual. Purple will work with Clackamas County to match the interpreter skills and the communication needs of the Deaf or hard of hearing individual. Clackamas County may request a change to an agency interpreter at any time if determined to be necessary. Purple understands that Clackamas County may schedule an observation by the LOC Coordinator of Deaf and Hard of Hearing Services or designee to assess interpreter skill level and consumer needs and will work with Clackamas County to facilitate any adjustments necessary to satisfy Clackamas County needs.

#### Vancouver Center Onsite Interpreting Policies

Minimums: All assignments are subject to a 2 hour minimum.

Number of Interpreters: To protect the occupational safety of our interpreters and to assure the highest quality communication, assignments exceeding 1 hour may require a team of two or more interpreters. Your Account Manager will work with you to determine the appropriate number of interpreters needed for your assignment. Team assignments are charged per interpreter.

Cancellations: Customers will be billed in full for any assignment not cancelled with 2 FULL BUSINESS DAYS notice remaining before the scheduled event. For example, an assignment on Wednesday must be cancelled by close of business on the previous Friday to avoid charges.

## **ASL Video Remote Interpreting**

In addition to our onsite interpreting services, Purple also offers Video Remote Interpreting (VRI) as an alternative to onsite interpreting services. VRI can be used for last minute ASL interpreting needs or can be a cost effective alternative for short sessions.

Purple Video Remote Interpreting (VRI) is a convenient, on-demand sign language interpreting service delivered over a live Internet or Wi-Fi video connection. With certified or ADA qualified interpreters, clear audio and high-quality video, it's as if the interpreter is in the room with you. Purple's technology allows deaf and hard-of-hearing individuals to communicate with hearing individuals. Using standard devices such as PC's and tablets, Purple customizes your environment into an Americans with Disabilities Act (ADA) accessible and fully-integrated workplace.

Purple has been providing VRI services to government, healthcare, and private industry customers across the United States since 2002. In these 15 years Purple has grown a client base whose needs are varied from a one-time job interview to long-term contractual agreements with language services and health care systems. Currently Purple has a VRI client list of over 300 active clients to include healthcare and corporate clients such as the Cleveland Clinic and Pride Industries.

Purple operates 20 video interpreting centers employing over 1000 interpreters in 5 different U.S. time zones with 24/7/365 VRI coverage. The Call Centers from which VRI will be performed is an environment that follows all requirements of the FCC for a VRS call center. These requirements include secure entryways, barring all non-personnel from the Call Center floor. There will never be situations where non-authorized personnel are privy to the content of a VRI interpreting event. Customer privacy and appropriate interpreter behavior is supervised on site by local management teams. No assignments interpreted by Purple are provided by an at-home interpreter. Purple does not use Independent Contractors for its VRI services.

Purple VRI is an on-demand service with no pre-scheduling needed at any time for any assignment. VRI calls are answered by the next available interpreter in the Centers providing VRI coverage and the current average speed of answer (ASA) for a VRI connection is less than 30 seconds.

Purple VRI easily integrates with your network infrastructure, providing secure communications and great video quality with lower bandwidth usage, as well as little or no impact on firewall security issues. All that is needed is an internet connection with 512kps using H.323 or SIP protocols.

Purple VRI can be used with standard customer endpoint solutions. Purple proprietary P3 software provides VRI connectivity between a sign language interpreter and a deaf or hard of hearing individual, which can be easily downloaded onto a compatible device. See the attached Purple VRI QuickGuide for more information. This solution can be used with the following existing customer equipment.

- PC laptops running Windows 7 or higher (with webcam/speakers)
- MacBook running OS X 10.6 or higher
- iPad 2 or above
- Android tablets
- iPhone 5 or above
- Android phones

Because VRI calls are staffed through our VRS call centers, our entire IT team is focused on maintaining the highest level of video quality. Purple's Premier Support team is ready to problem solve any connection issues that may occur. Should a single center lose power or internet capabilities, all incoming VRI needs will be routed to the Centers with full coverage.

Purple VRI Polices:

- VRI calls are billed monthly and include a call detail report
- VRI calls are billed per session minute (call connect to call termination)
- 5 Minute minimum per call
- Calls are rounded to the next minute
- Payment terms are Net 30 days

### **Purple Video Relay Service (VRS)**

Purple Communications and its affiliated company ZVRS are the second largest provider of VRS phone service accessibility between deaf and hearing people.

Purple VRS provides the highest quality service to its customers:

- 24/7/365 service
- Average Speed of Answer of less than 10 seconds
- Operates 20 video centers in 5 time zones
- Provide ASL to English and ASL to Spanish service
- VRS is provided in FCC regulated and secure video locations
- Technical support available to set up and maintain service

Purple Interpreters are highly qualified and experienced

- Individually screened to ensure quality
- Strictly adhere to the RID code of professional conduct
- Receive customer service training
- Must pass a background check
- Interpreters receive annual FCC mandated training
- Extensive training regarding the maintenance of client confidentiality
- Take mandatory HIPAA training and conform to HIPAA Regulations

Purple VRS is available on a wide variety of customer devices including:

- PC
- Mac
- Android Phones
- iPhones
- Android Tablets
- iPads
- Most devices can be used for both VRS and VRI

Purple VRS features include:

- POP™ Integration
- One- and two-line voice carryover ([VCO](#))
- Superior video quality
- 3-Way Calling
- Chat function
- Call waiting
- PurpleMail™
- Purple ONE™ Number
- English or Spanish Interface



**Section 6  
Rate Schedule**

Name of Firm/Individual: Purple Communications, Inc.

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing?  Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Rates				
Language	In person	VRS Telephonic	Video	Transcription
<b>American Sign Language</b>	\$99/Hr	\$0/min	\$2.85/min	N/A
<b>Acholi</b> – Uganda, Sudan				
<b>Afrikaans</b> – South Africa, Namibia				
<b>Akan</b> – Ghana, Ivory Coast				
<b>Akateko</b> – Guatemala				
<b>Albanian</b> – Albania				
<b>Algerian Arabic</b> – Algeria				
<b>Amharic</b> – Ethiopia				
<b>Arabic</b> – Widely Distributed				
<b>Armenian</b> – Armenia				
<b>Ashanti (Asante Twi)</b> – Ghana				
<b>Assyrian</b> – Iraq				
<b>Azerbaijani</b> – Azerbaijan				
<b>Azorean Portuguese</b> – Azores Islands				
<b>Bahnar</b> – Vietnam				
<b>Bahasa Indonesia (Indonesian)</b> –Indonesia				
<b>Bambara</b> – Mali				
<b>Belarusan</b> – Belarus				
<b>Bengali</b> – Bangladesh, India				
<b>Bosnian</b> – Bosnia & Herzegovina				
<b>Brazilian Portuguese</b> – Brazil				
<b>Bulgarian</b> – Bulgaria				
<b>Burmese</b> – Myanmar (former Burma)				
<b>Cambodian (Khmer)</b> – Cambodia				
<b>Cantonese</b> – China				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjobal (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pushto)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				

## Purple Customer References

Purple has been a provider of onsite ASL services Center for Childhood Deafness and Hearing Loss, which is the Washington State Agency that includes the Washington School for the Deaf. Service are performed for the Residential and outreach programs for Deaf and Hard of Hearing youth ages birth through 21 post-secondary training programs. Interpreting needs range from classroom activities to medical, mental health, business meetings, emergency, guests, staff meetings, special events.

Purple has the capacity to provide large scale services to its customers. Purple has provided interpreting services to large school districts such as the Burbank California Unified School District with over 4000 interpreting assignments since 2009.

### **Center for Childhood Deafness and Hearing Loss - Onsite**

611 Grand Blvd  
Vancouver, WA 98661  
Catherine Thomas  
Supervisor of Interpreting Services  
[Catherine.thomas@cdhl.wa.gov](mailto:Catherine.thomas@cdhl.wa.gov)  
Interpreting Department  
Washington School for the Deaf  
[Catherine.thomas@cdhl.wa.gov](mailto:Catherine.thomas@cdhl.wa.gov)  
(360)608-3856 Cell  
(360) 524-0796 VP

### **Clackamas Community College - Onsite**

Christina Bruck  
Disabilities Coordinator  
Clackamas Community College  
19600 Molalla Avenue  
Oregon City, OR 97045  
[Christina.bruck@clackamas.edu](mailto:Christina.bruck@clackamas.edu)  
503-594-3181

### **Clackamas County Sheriff's Office – VRI+VRS**

Lieutenant Todd Rollins  
2206 Kaen Road  
Oregon City, OR 97045  
Wk. 503-722-6702  
Cell 503-936-2548  
[toddrol@co.clackamas.or.us](mailto:toddrol@co.clackamas.or.us)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Purple Communications, Inc., a Delaware Corporation  
**(Must be entity's full legal name, and State of Formation)**

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

**(a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

**(b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

**(c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

**(d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

**(e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**\*\* (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

**(g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

**(h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

**(i)** That the Proposer is legally qualified to contract with the County.

**(j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

\*\* Note: Purple does not accept the 1 hour onsite interpreter minimum in section 3.3.1. Purple onsite assignments are subject to a 2 hour minimum. Purple will only provide VRS/VRI service but not equipment.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[ ] Resident Bidder, as defined in ORS 279A.120

[x] Non-Resident Proposer, Resident State Delaware

Oregon Business Registry Number Oregon Tax ID: 1362849-8.

Contractor's Authorized Representative

Signature:  Date: 5/15/18  
Name: Michael Amsterdam Title: Director of Contracts  
Firm: Purple Communications, Inc.  
Address: 595 Menlo Drive  
City/State/Zip: Rocklin, CA 95765 Phone: (916) 274-8449  
e-mail: contracts@purple.us Fax: 916-435-8732

Contract Manager:

Name Michael Amsterdam Title: Director of Contracts  
Phone number: 916-274-8449  
Email Address: contracts@purple.us





CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between The Immigrant and Refugee Community Organization ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: The Immigrant and Refugee Community Organization

Address: 10301 NE Glisan Street, Portland, OR 97220

Contractor Contract Administrator: Lee Po Cha

Phone No.: 971-271-6400

Email: LeeC@irco.org

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]



By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

The Immigrant and Refugee Community  
Organization  
10301 NE Glisan Street  
Portland, OR 97220

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....April 24, 2018

Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14



## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:



- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**

## **5.2. PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS**

### **Description of the firm.**

The Immigrant and Refugee Community Organization (IRCO) is a multi-ethnic, multi-lingual community based nonprofit agency. IRCO targets barriers to self-sufficiency, helping individuals and families thrive by providing more than 200 culturally and linguistically specific social services, from employment, vocational training and English language learning, to community development, early childhood and parenting education, youth academic support, and gang prevention.

Founded in 1977, IRCO's International Language Bank (ILB) has built a strong customer-base of over 300 community, government, social service, and business organizations throughout Oregon. We specialize in providing culturally appropriate multilingual services for legal, medical, and social service organizations in refugee and immigrant languages, many of which are languages in which few qualified translators and interpreters exist. ILB staff is certified and experienced in over 200 languages and dialectics. Our team consists of 16 full time staff and over 400 local subcontractors. Our subcontractors are professional, in-person certified interpreters and translators from over 56 ethnic backgrounds; 85% of whom are immigrant and refugee residents of Portland. This size and diversity ensures the quality and quantity of our interpretation and translation services. We maintain a solid customer-base who are pleased with the quality of the services we provide and voice their appreciation of our straightforward communication, affordability, and level of individualized attention to each request.

### **Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.**

The following ILB staff will work directly with the County Requestors for each engagement, including scheduling, billing, and delivery of services. Each member will personally maintain strong relationships, trust, and facilitate open communication in a manner that meets or exceeds County expectations.

- **Vanloeun Ping**, ILB Department Manager, will be the lead IRCO representative in contract negotiation under this RFP. Ms. Ping will also be responsible for assessing if Clackamas County's business goals are being accomplished within the established timeframes.  
Ms. Ping holds an MA in Business Administration and brings over 16 years of experience working with local ethnic communities in various capacities within IRCO, including interpretation and translation in Cambodian for ILB. Ms. Ping is the first Cambodian Qualified Medical interpreter in the State of Oregon, an active council member on the Oregon Health Authority's Council of Health Care Interpreters, as well as a chairperson on the Oregon Health Care Interpreter Education/Training committee.
- **Martha Ortega**, Scheduler, will be the primary person responsible for scheduling on-site appointments. Ms. Ortega will provide in-person and telephonic interpretation support for the County Requestors. Ms. Ortega has completed the State Approved



Medical training and passed the National written Medical Exam Certification in Spanish.

- Rebecca Pedrazzi, Lead Translation Project Manager, will be the primary contact for translation projects and responsible for accounting processes (invoicing, billing, and payroll) for all translation projects for the County.  
Ms. Pedrazzi holds a Bachelor of Arts with a double major in History and Hispanic Studies. She has 8 years of experience in ILB translation and interpretation services.
- Gemma Comito, Communication Specialist, will be the primary person responsible for navigating and maintaining close communication with Clackamas County using our remote telephonic interpretation services.  
Ms. Comito holds a B.A. in Linguistics, with additional concentrations in Arabic and Sociology from Hofstra University. She is fluent in numerous languages/dialects such as Arabic, Spanish, Azerbaijani, Catalan, and Python.
- Anna Ocampo, Spanish Medical and Legal Certified Interpreter, will be one of our certified interpreters.  
Ms. Ocampo holds a Bachelor of Science degree. She is Oregon medical/legal certified and Washington DSHS certified, and is certified with the National Board of Certification for Medical Interpreters. She has exceptional knowledge of both consecutive and simultaneous interpreting skills.

All of IRCO's ILB interpreters, translators, and proofreaders are bilingual/bicultural and fluent in language(s) in which they provide services. Some of them hold different levels of certification or qualification in several services categories including Oregon Court Certified, Court Qualified, Medical Certified, Medical Qualified, Federal Court Certified, or certified by National Board of Healthcare Interpreter Program and Commission of Certification in Healthcare Interpreter (CCHI.) For our ASL interpreters, ILB only contracts with those who are licensed/registered through the National Association of Deaf (<https://www.nad.org/>).

#### **Description of providing similar services to public entities of similar size within the past five (5) years.**

ILB has over 20 years of experience providing services to local County agencies, including several departments in Clackamas County, such as Clackamas County Behavioral Health Division and Clackamas County Children's Commission. We match interpreters, translators and proofreaders for specific projects according to their relevant experience and skill with subject matter. Over the course of working with each customer, we have built a team of interpreters and translators who are familiar with the customers' terminology and business style, a vital aspect in serving our clients and customer base. Approximately 85% of ILB's business comes through government contracts to do the type of work specified in the RFP such as: specific activities for clinics, education classes, juries, classes for teen parents, and general County business including but not limited to meetings, events, and translation of documents for public communication materials. Our ample experience serving local County agencies means we can provide potential Clackamas County customers reliable and consistent interpretations and translations for the targeted communities they serve.

ILB has ongoing contracts in translation, ASL, in-person, telephonic, and video

conferencing interpretation services with numerous community partners of similar size doing similar work. The list of public entities served in the last 5 years with comparable size and services to those outlined in the RFP includes: Oregon Department of Human Services, Vocational Rehabilitation, Clackamas Women's Services, Clackamas Educational Services Division, Clackamas County Family Court Services, Oregon City School Districts, Social Security, Lutheran Community Services, City of Canby, and Milwaukie Police Department. The long term consistency and rate at which ILB contracts with public entities attests to the quality of the services we can provide to Clackamas County. As a result of these contracts, ILB has been able to expand and strengthen its scope of services. Since 2015, ILB has increased our in-person service capacity from 1,000 appointments to more than 4,000 appointments per month, and from 2,000 minutes to 35,000 minutes per month for telephonic interpretation services with a minimal connection time. ILB's pattern of growth and quality demonstrates the capacity of ILB to easily accommodate the increased volume of requests that may be received under this RFP.

**Description of the firm's ability to meet the requirements in Section 3.**

ILB can meet all requirements of Section 3 – Scope of Work to provide services for a five year contract term expiring June 30, 2023 for a total contract value that is not-to-exceed \$1,250,000.000. We can provide all labor, material, equipment and supplies necessary to provide all interpreter services outlined in this RFP. Our in-house staff has extensive experience providing quality in both telephonic and in-person interpretation and translation services for all spoken and sign languages specified under this RFP. The size and diversity of our contracted interpreters/translator ensures the quality, availability, and quantity of interpreters and language translation, signing, and document transcription/translation services to be delivered in a timely, accurate, complete, correctly formatted, and culturally appropriate manner.

Our interpretation and translation services meet or exceed the requirements of Section 3. All of our standard, qualified and certified interpreters are specialists in either medical, legal, education, social services, and ASL services. Our staff's combined experience working in the local justice systems, health care systems, human services, library system, elections, and various other County services, highlights the skill set ILB can provide in this contract. Furthermore, ILB provides high quality translation for a variety of documents typically used by the County such as brochures, letters, pamphlets, fliers, and services survey forms. On a monthly basis, our Translation Coordinators manage 140 projects at a time, taking on responsibilities such as: preparing files for assignment and assigning projects, tracking project progress and costs, managing revisions, ensuring compliance with final output requirements, managing multiple timelines, confirming details and technical specifications with customers and translators, managing unit response to changes in customer requests and deadlines, performing final quality control procedures, maintaining organized records of work performed, and invoicing. Each team member possesses advanced skill sets including proficiency in the use of the Microsoft Office Suite, database operation, secure email usage, and Internet file transmission. Additionally, team members handling translation work are skilled operators of computer-aided translation tools, such as SDL Trados, to better assist our customers.

**ILB can agree to and accommodate additional terms and conditions as mandated by State, Federal or County Requirements per each engagement**, as well as additional guidelines specified by funding sources and departmental needs. As discussed above, IRCO's ILB has over

20 years of experience contracting with local County-level agencies. All of our contractors who provide on-site interpretation services have passed the criminal background checks prior to the first day of work and are thoroughly trained on HIPAA policy, code of ethics, cultural competency, certification requirements, the use of County terminologies, and required administrative procedures of County business practices.

We can assure **smooth coordination and communication with the County Requestor that follows all stipulations outlined in the scope of work, sec. 3.3.1, para 3**. Our staff is up-to-date on all best practices regarding correspondence, organization, service rules, service delivery practices, and billing requirements (including billing third party entities directly). From the initial request to final invoicing, the ILB Scheduler and Project Coordinators will manage interpretation and translation projects with open and regular communication to establish trust and build a relationship with the customer. Once staff have received a request from the County requester, we assign the document or appointment to our linguist team to determine who would best fit the needs of the County business and the intended Limited English Proficiency target audience. Our staff will respond immediately to confirm the appointment details so we can provide the best contractor for the request. Our confirmation will include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information. Confirmations will be received to the county requestor within 24 hours of request. Additionally, customers may request interpreters through our customized database system, available through IRCO ILB's secure website. Our automated database system decreases wait time for services confirmation and ensures timely invoicing and accurate records for Clackamas County Departments and Districts.

**We can invoice Departments directly on a monthly basis with detailed information per transaction** that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber), and any other pertinent notes. Our billing and reporting is generated via a customized database system. This database system tracks all oral and phone interpretation and translation projects, generates invoices, reports, and distributes them at the request of customers. ILB staff has experience tracking and maintaining accurate monthly records of multiple County Divisions/Districts including date, time, location, language services used, type of services (in-person, telephonic, video, translation), and any important billing notes. We can also customize billing questions based on each County's Department/ District billing requirements. If any special report is needed, ILB has the ability to process that request and send it electronically in common formats such as Excel and/or PDFs.

Our on-demand telephonic and video conferencing services use a technology that goes above and beyond industry best practices for paperless interpretation forms. **Telephonic interpretation utilizes a land line to maintain the integrity of the connection**. However, callers can use their cellphone if necessary. ILB's system uses a **high-quality Video Remote Interpreting and Video Relay Service ("VRI/VRS") available from multiple platforms – PC/MAC/Android/iOS technologies for remote "mobile" interpreting**. Our subcontractor uses the newest technology for Video Sign Language Interpreting (VSLI) with accommodations for the Deaf Community and complying with ADA and HIPAA regulations. ILB strengthens its wireless remote technologies to prevent any dropped calls during telephonic/remote interpretation. The backbone of IRCO's network is a 100 megabit fiber connection, provided by Comcast. This securely connects IRCO locations and provides superior audio and video quality for all agency communications. IRCO also

utilizes the sonicwall appliance for the agency firewall that provides Quality of Service (QOS).

**Description of what distinguishes the firm from other firms performing a similar service.**

The key to ILB's success is our unique position in the community under the arms of a community-driven non-profit like IRCO. IRCO is the first stop for most refugees calling Oregon their new home. Every day, **IRCO's ILB has a direct link to Oregon's immigrant and refugee communities**, and works broadly with multinational and multicultural staff to handle oral interpretations and written translations for numerous Limited English Proficiency clients. ILB staff has the opportunity to be individually mentored by IRCO's diverse staff who understand the strengths and challenges of immigrant and refugee communities, and can offer strategies or suggestions on ways to address cultural and linguistic barriers. **Extensive cultural competency training** is required of all IRCO staff on a quarterly basis. These trainings keep ILB staff up to date on topics such as refugee arrival trends, intercultural communication strategies, conflict resolution, social norms, and the best recommendations to address cultural and linguistic barriers on cultural specifics. This gives ILB an opportunity to maintain **community ties and cultural sensitivity in providing legal, healthcare, and social interpretation and translations services** to meet the specific needs of immigrant and refugee populations. This unique capacity allows ILB to maintain best practices for behaviors, attitudes, and policies to work effectively in cross-cultural settings and thus produce better outcomes for all the services we provide.

IRCO's ILB is distinct in that **all the proceeds of ILB goes directly toward supporting IRCO's mission**. As a community based non-profit organization, IRCO's mission is to promote the integration of refugees, immigrants, and the community at-large into a healthy and inclusive multi-ethnic society. Proceeds will be reinvested into the community through IRCO's 200+ culturally specific and responsive programs. Last year alone, IRCO programs engaged nearly 32,000 diverse community members to promote self-sufficiency and long-term community success. IRCO's work is guided by and carried out through the leadership, knowledge, and cultural and linguistic capacity of people hired from within the diverse communities we serve—a multilingual, multicultural management and workforce comprised of over 500 staff who collectively speak 98 languages and represent 73 ethnicities— 72% of whom came to the U.S. as immigrants or refugees.

**Superior supervisor to contractor ratios** allows ILB to provide **hands-on oversight and in-service training**. Unlike many translation and interpretation firms who attempt to increase profit by accessing wider pools of contractors abroad who often are not familiar with the vocabulary and usage of U.S./Oregonian speakers, our contractors are bilingual/bicultural and vitally connected to the communities that Clackamas County would reach under this contract. ILB works with each professional on a personal level, which is made possible with our **14/400 ratio** (number of staff to number of language professionals). The first person to interact with potential interpreters is ILB manager, Vanloeun Ping. From a preliminary interview, testing on medical and legal terminology, and periodic trainings, ILB's primary goal is to provide knowledgeable and well-trained contractors for language services.

ILB benefits from **strong cost control and organizational management structures within IRCO**. The ILB Team has the support of IRCO's Administrative Team which includes Fiscal Management to provide fiscal oversight; Human Resources Management for staff recruitment, hiring and training; Communications and Development Team offering program evaluation and both sustained and enhanced funding; and IT to provide network technical support. These cost

control benefits give ILB the ability to maintain and be in compliance with federal, state, county, city, school district rules and regulations regarding independent audits and contract management, which ensures strong performance and accountability. ILB is able to bring this supportive cost control and organizational management structures of a larger non-profit to increase efficiency in the cost of services. Furthermore, many of the professional linguists acknowledge IRCO as a non-profit with a vital role in engaging underserved communities and offer to work at reduced rates.

Another distinct feature of ILB is our **prioritization of training and professional development opportunities** to our employees and sub-contractors, ensuring a standard of service that exceeds the requirements of this RFP. For example, IRCO piloted a project funded by the U.S. Office of Public Health's Office of Minority Health to develop and conduct in-house trainings for health care interpreters, using a solid core curriculum developed in cooperation with Portland Community College. Interpreters developed their skills in line with the principles and values of the National Council on Interpreting in Health Care's Code of Ethics and Standards of Practice. More importantly, as an Immigrant and Refugee Services provider, **IRCO plays a leadership role in guiding policy and direction of Oregon certified and qualified healthcare interpreters.** ILB Manager, Ms. Ping, serves as a council member of the Oregon Council of Health Care Interpreters, advising on administrative rules and policy standards in response to the changing needs of Oregon's increasingly diverse population. She is actively involved in outreach and advocacy for our interpreters and community members to attain Oregon healthcare certification and/or qualification. Furthermore, all of our interpreters are fully encouraged to participate in on-going trainings provided by the State Approved training programs.

### 5.3 SCOPE OF WORK

#### **Proposers are required to attach Section 6, spreadsheet of languages spoken and written/mode of delivery /in person, telephonically or written translation services.**

Please refer to the attached IRCO's Language List for more than 200 languages that are currently available.

#### **Provide detailed project approach to execute these services.**

IRCO's ILB in-person/remote Interpretation and Translation services are available twenty-four hours a day, seven days a week, and three hundred and sixty five days a year (24/7/365). Our regular business hours are Monday through Friday, 7:30 a.m. to 6:00 p.m., excluding federal holidays.

In-Person Interpretation requests can be placed via telephone, fax, or preferably by email.

Email: [interpretation@ircoilb.org](mailto:interpretation@ircoilb.org)

Telephone: (503) 234-0068

Fax: (503) 233-4724

ILB prefers 24 hours-notice to arrange an interpreter. However, we are always willing to work with the County's deadlines to accommodate short-notice and emergency requests. ILB staff personally assists with the appointment set-up process and keeps the County Requestor informed about the status of their request(s). Our confirmation will include the name of the County

Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary.

On-demand Telephonic/Video Interpretation requests. The customer will dial our dedicated number or log in to your account (video remote interpreting) and a live agent will identify the customer code, language need, and connect to a qualified interpreter in seconds. We have the capacity to respond immediately to inquiries, including but not limited to the following County Sheriff's Department, District Attorney's Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units. Our commitment is to over 95% of all calls answered within 30 seconds. Connection time varies by language, with languages that are most frequently requested typically experiencing a lower connection time. To date, **we have surpassed expectations with an average connection time for all languages being 16 seconds and 9 seconds for Spanish.**

As for any issues regarding in-person and/or remote interpretation services, we will respond the day-of and continue to update the requester with the resolution. For any monthly billing issues for translation and interpretation, the ILB billing coordinators will respond and resolve the issue within 24 hours of contact of the County's requests.

Written Translation requests. Translation requests are accepted during regular business hours and include the following specific steps:

*1. County requester submits source files/documents to IRCO's email at [translation@ircoilb.org](mailto:translation@ircoilb.org).* Include the files to be translated, plus the following:

- Target language(s) – e.g. Spanish, Chinese (simplified characters), Burmese.
- Formatting requirements – e.g. InDesign (including version, e.g. CS6, CC), PDF, Word
- Delivery requirements – e.g. express turnaround, project deadline.
- Target audience – e.g. youth, seniors, new arrivals, established communities.
- Special requests, if any.

ILB prefers to receive a source file along with a PDF. If staff or community members need to review the translation, we ask that customers tell us that before the process begins. We tailor the translation process to include the client review.

*2. IRCO makes a quote*

IRCO/ILB will analyze the source document(s). IRCO Project Managers will confirm receipt as soon as possible after receiving the request and provide a quote within one business day, or less if possible.

- We will read through the entire document and ask questions, if any.
- If possible, we will analyze the file using our translation memory software, checking for previously translated and repetitive text.
- Based on this analysis, we will provide an estimated cost and turnaround time, which will include translation, proofreading, QA, and, if necessary or requested, desktop publishing.

*3. County requester accepts the quote and IRCO begins the project*

Once IRCO receives written or verbal confirmation that the price and timeline are acceptable, we will begin the project. IRCO Project Managers will select a regionally local translator and proofreader for the project and assign the project to them. All translators employed by IRCO are native speakers of the target language. We choose translators whose style is a good fit for the target audience, and, if possible, we choose translators who are based in the Pacific Northwest.

*4. Project review, client review, and layout*

Once the project comes back from our translator and proofreader, IRCO ILB staff will review the files for completeness and accuracy, asking questions of the translator if necessary.

*Quality Assurance Protocol:* IRCO ILB's standards for accuracy related to our translation procedure includes a primary translator, a separate contractor for proofreading, and a secondary IRCO project manager to review all deliverables before they are sent to the County requester. If desktop publishing is requested, at least five IRCO ILB staff members review the translation before it's delivered to the County requester. To better anticipate any issues impacting final delivery, the translation project manager ensures the English text is properly vetted at the beginning of project (e.g. issues such as avoiding acronyms, rhymes, puns or jargon, or making sure the intended reading level register is appropriately reflected in the source language).

*5. Deliverable: IRCO delivers the translations and invoice*

IRCO ILB will deliver the final translated document(s) in the requested source format (MS Word, InDesign, etc.) and print ready PDF deliverable to the County requester along with our invoice.

**Provide a timeline for your services**

Clackamas County has established all accounts (in-person and remote interpretation) with us already. ILB can use existing accounts for the new contract year and begin services at earliest convenience.

A detailed timeline of each language service request can be found above in service execution response (see 5.3, question 2). Services are available 24/7/365. For any issues that arise regarding a request, we will respond that day. A brief summary of major timelines per type of request follows:

In-person: 24 hour notice is preferred.

On-demand Telephonic/Video Interpretation requests: 95% of all calls are answered within 30 seconds. Connection time varies by language, average connection time for all languages being 16 seconds and 9 seconds for Spanish.

Written translation requests: Project completion time varies by request. Receipt of request will be confirmed as soon as possible and followed by a quote within one business day or less.

**5.4 FEES – COMPLETE THE ATTACHED FEE SCHEDULE, SECTION 6.**

Please refer to the attached Fee Schedule, Section 6. The fee schedule aligns with Addendum #3’s language to allow hourly (in-person), per minute (telephonic or video), or per word basis (transcription) rates.

**5.5 REFERENCES**

Provide three (3) references from similar clients in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

Name of Organization	References
<u>Oregon Department of Human Services</u> (over 20 years of service with this client)	Nicholas Kern NICHOLAS.M.KERN@dhsosha.state.or.us Tel: (503) 269-7190 3421 Del Webb Ave. NE, Salem, OR 97201.
<u>Clackamas County Behavioral Health Division</u> (in-person and telephonic interpretation since 2016)	Elizabeth Wintczak <a href="mailto:EWintczak@co.clackamas.or.us">EWintczak@co.clackamas.or.us</a> Tel: (503) 742-5378 998 Library Ct, Oregon City, OR 97045.
<u>Multnomah Early Childhood Program</u> (On-site and telephonic interpretation for IEP meetings, evaluations, and home visits for over 15 years.)	Lisa Grotting <a href="mailto:lisa_grotting@ddsd40.org">lisa_grotting@ddsd40.org</a> Tel: (503) 256-6500 x 4621 5208 NE 122 <sup>nd</sup> , Portland, OR 97230.

**5.6 COMPLETED PROPOSAL CERTIFICATION (SEE THE BELOW FORM)**



**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Immigrant and Refugee Community Organization, 501(c)(3) nonprofit  
**(Must be entity's full legal name, and State of Formation)**

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:


- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative

Signature: \_\_\_\_\_  Date: 5/15/2018

Name: Lee Po Cha Title: Executive Director

Firm: Immigrant and Refugee Community Organization

Address: 10301 NE Glisan St

City/State/Zip: Portland, OR, 97220 Phone: ( 971) 271-6400

e-mail: LeeC@irco.org Fax: \_\_\_\_\_

Contract Manager:

Name Lee Po Cha Title: Executive Director

Phone number: 971-271-6400

Email Address: LeeC@irco.org

## Section 6 Rate Schedule

Name of Firm/Individual: IRCO

Certification(s):      X Medical              X Legal              X General      X American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments?              X Yes

Are you willing to perform third party billing?              X Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates						
	In person* (per hour)			Telephonic		Video	Transcription*** (per word)
	Medical **	Legal **	General	(Minute)	(Hourly Estimate)	(Hourly Estimate)	
<b>American Sign Language (ASL)**</b>	89	99	89			150	
<b>Acholi – Uganda, Sudan</b>			45	1.16	69	120	
<b>Afrikaans – South Africa, Namibia</b>				1.16	69	120	
<b>Akan – Ghana, Ivory Coast</b>				1.16	69	120	
<b>Akateko – Guatemala</b>				1.16	69	120	
<b>Albanian – Albania</b>			45	1.16	69	120	\$.18 - \$.28
<b>Algerian Arabic – Algeria</b>			45	1.16	69	120	
<b>Amharic – Ethiopia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Arabic – Widely Distributed</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Armenian – Armenia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Ashanti (Asante Twi) – Ghana</b>				1.16	69	120	
<b>Assyrian – Iraq</b>			45	1.16	69	120	\$.18 - \$.28
<b>Azerbaijani – Azerbaijan</b>				1.16	69	120	\$.18 - \$.28
<b>Azorean Portuguese – Azores Islands</b>						120	
<b>Bahnar – Vietnam</b>						120	
<b>Bahasa Indonesia (Indonesian)</b>				1.16	69	120	
<b>Bambara – Mali</b>				1.16	69	120	\$.18 - \$.28
<b>Belarusan – Belarus</b>				1.16	69	120	\$.18 - \$.28
<b>Bengali – Bangladesh, India</b>			45	1.16	69	120	\$.18 - \$.28
<b>Bosnian – Bosnia &amp; Herzegovina</b>			45	1.16	69	120	\$.18 - \$.28
<b>Brazilian Portuguese – Brazil</b>			45	1.16	69	120	\$.18 - \$.28
<b>Bulgarian – Bulgaria</b>			45	1.16	69	120	\$.18 - \$.28
<b>Burmese – Myanmar (former Burma)</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cambodian (Khmer) – Cambodia</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cantonese – China</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cape Verdean (Portuguese Creole)</b>			45	1.16	69	120	
<b>Catalan – Andorra, Spain</b>			45	1.16	69	120	\$.18 - \$.28
<b>Cebuano – Philippines</b>				1.16	69	120	

<b>Chaldean – Iraq</b>				1.16	69	120	
<b>Chamorro – Guam</b>				1.16	69	120	\$.18 - \$.28
<b>Chaozhou (Teochew) – China</b>			45	1.16	69	120	
<b>Chin – Myanmar (former Burma)</b>			45	1.16	69	120	\$.18 - \$.28
<b>Chinese (var. languages/dialects) –</b>			45	1.16	69	120	\$.18 - \$.28
<b>Chuukese (Trukese) – Micronesia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Croatian – Croatia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Czech – Czech Republic</b>			45	1.16	69	120	\$.18 - \$.28
<b>Danish – Denmark</b>			45	1.16	69	120	\$.18 - \$.28
<b>Dari (Afgan Farsi) – Afghanistan</b>			45	1.16	69	120	\$.18 - \$.28
<b>Dene – Canada</b>						120	
<b>Dewoin – Liberia</b>						120	
<b>Dinka – Sudan</b>				1.16	69	120	
<b>Duala – Cameroon</b>						120	
<b>Dutch – Netherlands</b>			45	1.16	69	120	\$.18 - \$.28
<b>Egyptian Arabic – Egypt</b>			45	1.16	69	120	\$.18 - \$.28
<b>Estonian – Estonia</b>				1.16	69	120	
<b>Filipino (Tagalog) – Philippines</b>			45	1.16	69	120	\$.18 - \$.28
<b>Finnish – Finland</b>			45	1.16	69	120	\$.18 - \$.28
<b>Flemish – Belgium</b>			45	1.16	69	120	\$.18 - \$.28
<b>French – Africa, Canada, France,</b>			45	1.16	69	120	\$.18 - \$.28
<b>French Creole – Caribbean</b>			45	1.16	69	120	\$.18 - \$.28
<b>Fukienese – China</b>			45	1.16	69	120	
<b>Fulani (Fulfulde, Fula) – Cameroon,</b>				1.16	69	120	\$.18 - \$.28
<i>Nigeria, Senegal</i>			45	1.16	69	120	\$.18 - \$.28
<b>Fuzhou – China</b>			45	1.16	69	120	
<b>Ga – Ghana</b>				1.16	69	120	
<b>Gen (Mina) – Togo, Benin</b>				1.16	69	120	
<b>German – Germany</b>			45	1.16	69	120	\$.18 - \$.28
<b>Gokana (Khana) – Nigeria</b>				1.16	69	120	
<b>Greek – Greece</b>			45	1.16	69	120	\$.18 - \$.28
<b>Gujarati – India</b>				1.16	69	120	\$.18 - \$.28
<b>Haitian Creole – Haiti</b>			45	1.16	69	120	\$.18 - \$.28
<b>Haka Burmese – Myanmar (former</b>			45	1.16	69	120	\$.18 - \$.28
<b>Hmong – China, Vietnam, Laos</b>			45	1.16	69	120	\$.18 - \$.28
<b>Hungarian – Hungary</b>			45	1.16	69	120	\$.18 - \$.28
<b>Hakka – China</b>			45	1.16	69	120	\$.18 - \$.28
<b>Hausa – Niger, Nigeria</b>				1.16	69	120	\$.18 - \$.28
<b>Ibo (Igbo) – Nigeria</b>				1.16	69	120	
<b>Ilocano – Philippines</b>				1.16	69	120	\$.18 - \$.28
<b>Hebrew – Israel</b>			45	1.16	69	120	\$.18 - \$.28
<b>Hindi – India</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Indonesian (Bahasa Indonesia) –</b>			45	1.16	69	120	\$.18 - \$.28
<b>Iraqi Arabic – Iraq</b>	55		45	1.16	69	120	\$.18 - \$.28

<b>Italian – Italy</b>			45	1.16	69	120	\$.18 - \$.28
<b>Japanese – Japan</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Jarai – Vietnam</b>				1.16	69	120	
<b>Javanese – Indonesia</b>				1.16	69	120	\$.18 - \$.28
<b>Jordanian Arabic – Jordan</b>			45	1.16	69	120	\$.18 - \$.28
<b>Juba Arabic – Sudan</b>			45	1.16	69	120	
<b>Kanjobal (Q'anjob'al) – Guatemala</b>				1.16	69	120	
<b>Kannada – India</b>				1.16	69	120	\$.18 - \$.28
<b>Kapampangan – Philippines</b>					69	120	
<b>Karen (Pa'o, S'gaw) – Myanmar</b>			45	1.16	69	120	\$.18 - \$.28
<b>Kayah – Myanmar (former Burma)</b>				1.16	69	120	
<b>Khmer (Cambodian) – Cambodia</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Kinyarwanda – Rwanda</b>			45	1.16	69	120	\$.18 - \$.28
<b>Kirundi – Burundi</b>			45	1.16	69	120	\$.18 - \$.28
<b>Koho – Vietnam</b>					69	120	
<b>Korean – Korea</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Kpele – Guinea, Liberia</b>					69	120	
<b>Kurmanji (Northern Kurdish) –</b>			45	1.16	69	120	
<b>Kuwaiti Arabic – Kuwait</b>			45	1.16	69	120	\$.18 - \$.28
<b>Lao – Laos</b>			46	1.16	69	120	\$.18 - \$.28
<b>Latvian – Latvia</b>				1.16	69	120	\$.18 - \$.28
<b>Lebanese Arabic – Lebanon</b>			45	1.16	69	120	\$.18 - \$.28
<b>Lingala – Congo, Republic of the</b>			45	1.16	69	120	
<b>Lithuanian – Lithuania</b>			45	1.16	69	120	\$.18 - \$.28
<b>Luganda – Uganda</b>				1.16	69	120	
<b>Luo – Kenya</b>				1.16	69	120	\$.18 - \$.28
<b>Maay (Af Maay, Rahanween, Bantu)</b>			45	1.16	69	120	
<b>Macedonian – Macedonia</b>				1.16	69	120	\$.18 - \$.28
<b>Malay – Malaysia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Malayalam – India</b>				1.16	69	120	\$.18 - \$.28
<b>Malinke – Senegal</b>				1.16	69	120	\$.18 - \$.28
<b>Mam – Guatemala</b>				1.16	69	120	\$.18 - \$.28
<b>Mandarin – China</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Mandinka (Mandingo) – Senegal</b>				1.16	69	120	\$.18 - \$.28
<b>Marathi – India</b>				1.16	69	120	\$.18 - \$.28
<b>Marshallese – Marshall Islands</b>			45	1.16	69	120	\$.18 - \$.28
<b>Mayan [Akateko, Kanjobal] –</b>				1.16	69	120	
<b>Mien – China, Laos, Thailand</b>			45	1.16	69	120	\$.18 - \$.28
<b>Mina (Gen) – Togo, Benin</b>				1.16	69	120	
<b>Minangkabau – Indonesia</b>						120	
<b>Mixteco Alto – Mexico</b>				1.16	69	120	
<b>Mixteco Bajo – Mexico</b>				1.16	69	120	
<b>Mnong – Vietnam</b>						120	
<b>Mongolian – Mongolia</b>				1.16	69	120	\$.18 - \$.28

<b>Moroccan Arabic</b> – <i>Morocco</i>			45	1.16	69	120	\$.18 - \$.28
<b>Nahuatl</b> – <i>Mexico</i>						120	
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				1.16	69	120	
<b>Nepalese</b> – <i>Nepal, India</i>			45	1.16	69	120	\$.18 - \$.28
<b>Nuer</b> – <i>Sudan</i>				1.16	69	120	
<b>Oromo</b> – <i>Ethiopia</i>			45	1.16	69	120	\$.18 - \$.28
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Pangasinan</b> – <i>Philippines</i>						120	
<b>Papiamento</b> – <i>Netherlands Antilles</i>						120	
<b>Pashto (Pushto)</b> – <i>Pakistan,</i>			45	1.16	69	120	\$.18 - \$.28
<b>Portuguese Creole (Cape Verdean)</b> –			45	1.16	69	120	\$.18 - \$.28
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran,</i>			45	1.16	69	120	\$.18 - \$.28
<b>Russian</b> – <i>Russia</i>	55	65	45	1.16	69	120	\$.18 - \$.28
<b>Samoan</b> – <i>Samoa</i>			45	1.16	69	120	\$.18 - \$.28
<b>Polish</b> – <i>Poland</i>			45	1.16	69	120	\$.18 - \$.28
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>			45	1.16	69	120	\$.18 - \$.28
<b>San Miguel</b> – <i>Mexico</i>						120	
<b>Santa Eulalia</b> – <i>Guatemala</i>						120	
<b>Saraiki</b> – <i>Pakistan, India</i>						120	
<b>Serbian</b> – <i>Serbia, Montenegro</i>			45	1.16	69	120	\$.18 - \$.28
<b>Serbo-Croatian</b> – <i>Balkans</i>			45	1.16	69	120	\$.18 - \$.28
<b>Shanghainese</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Sichuan (Szechuan)</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Sinhalese</b> – <i>Sri Lanka</i>			45	1.16	69	120	\$.18 - \$.28
<b>Slovak</b> – <i>Slovakia</i>				1.16	69	120	\$.18 - \$.28
<b>Somali</b> – <i>Somalia</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Soninke (Serahule)</b> – <i>Mali</i>				1.16	69	120	
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>			45	1.16	69	120	\$.18 - \$.28
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>	55	65	45	1.16	69	120	\$.18 - \$.28
<b>Sudanese Arabic</b> – <i>Sudan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Susu</b> – <i>Guinea</i>						120	
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Swedish</b> – <i>Sweden</i>			45	1.16	69	120	\$.18 - \$.28
<b>Syrian Arabic</b> – <i>Syria</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tagalog (Filippino)</b> – <i>Philippines</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tai Dam</b> – <i>Vietnam</i>						120	
<b>Taiwanese</b> – <i>Taiwan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tamil</b> – <i>India</i>			45	1.16	69	120	\$.18 - \$.28
<b>Telugu</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Teochew (Chaozhou)</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Thai</b> – <i>Thailand</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tibetan</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i>			45	1.16	69	120	\$.18 - \$.28
<i>Eritrea</i>			45	1.16	69	120	\$.18 - \$.28

## Section 6 - Rate Sheet

<b>Toishanese – China</b>			45	1.16	69	120	\$.18 - \$.28
<b>Tongan – Tonga</b>				1.16	69	120	\$.18 - \$.28
<b>Trukese (Chuukese) – Micronesia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Tunisian Arabic – Tunisia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Turkish – Turkey</b>			45	1.16	69	120	\$.18 - \$.28
<b>Twi – Ghana</b>				1.16	69	120	
<b>Tzotzil – Mexico</b>						120	
<b>Ukrainian – Ukraine</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Urdu – Pakistan, India</b>			45	1.16	69	120	\$.18 - \$.28
<b>Vietnamese – Vietnam</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Wolof – Senegal</b>				1.16	69	120	
<b>Xhosa – South Africa</b>				1.16	69	120	
<b>Yemeni Arabic – Yemen</b>			45	1.16	69	120	\$.18 - \$.28

\* For in-person services, ILB charges in 30 minute increments after the number of requested.

\*\* All certified and qualified medical/legal/ASL in-person interpreters are required a 2 hour minimum for each assignment.

\*\*\* Minimum translation project fee will be \$30. Our hourly charge for Desktop Publishing is \$50/hr. Rush fees may applies.

## Language Availability

Language	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>	X		X	
<b>Acholi</b> – <i>Uganda, Sudan</i>		X	X	
<b>Afrikaans</b> – <i>South Africa, Namibia</i>		X	X	
<b>Akan</b> – <i>Ghana, Ivory Coast</i>		X	X	
<b>Akateko</b> – <i>Guatemala</i>		X	X	
<b>Albanian</b> – <i>Albania</i>	X	X	X	X
<b>Algerian Arabic</b> – <i>Algeria</i>	X	X	X	
<b>Amharic</b> – <i>Ethiopia</i>	X	X	X	X
<b>Arabic</b> – <i>Widely Distributed</i>	X	X	X	X
<b>Armenian</b> – <i>Armenia</i>	X	X	X	X
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>		X	X	
<b>Assyrian</b> – <i>Iraq</i>	X	X	X	X
<b>Azerbaijani</b> – <i>Azerbaijan</i>		X	X	X
<b>Azorean Portuguese</b> – <i>Azores Islands</i>			X	
<b>Bahnar</b> – <i>Vietnam</i>			X	
<b>Bahasa Indonesia (Indonesian)</b>		X	X	
<b>Bambara</b> – <i>Mali</i>		X	X	X
<b>Belarusan</b> – <i>Belarus</i>		X	X	X
<b>Bengali</b> – <i>Bangladesh, India</i>	X	X	X	X
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>	X	X	X	X
<b>Brazilian Portuguese</b> – <i>Brazil</i>	X	X	X	X
<b>Bulgarian</b> – <i>Bulgaria</i>	X	X	X	X
<b>Burmese</b> – <i>Myanmar (former Burma)</i>	X	X	X	X
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>	X	X	X	X
<b>Cantonese</b> – <i>China</i>	X	X	X	X
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape</i>	X	X	X	
<b>Catalan</b> – <i>Andorra, Spain</i>	X	X	X	X
<b>Cebuano</b> – <i>Philippines</i>		X	X	
<b>Chaldean</b> – <i>Iraq</i>		X	X	
<b>Chamorro</b> – <i>Guam</i>		X	X	X
<b>Chaozhou (Teochew)</b> – <i>China</i>	X	X	X	
<b>Chin</b> – <i>Myanmar (former Burma)</i>	X	X	X	X
<b>Chinese (var. languages/dialects)</b> – <i>China</i>	X	X	X	X
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>	X	X	X	X
<b>Croatian</b> – <i>Croatia</i>	X	X	X	X
<b>Czech</b> – <i>Czech Republic</i>	X	X	X	X
<b>Danish</b> – <i>Denmark</i>	X	X	X	X
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>	X	X	X	X
<b>Dene</b> – <i>Canada</i>			X	
<b>Dewoin</b> – <i>Liberia</i>			X	
<b>Dinka</b> – <i>Sudan</i>		X	X	



<b>Duala</b> – <i>Cameroon</i>			X	
<b>Dutch</b> – <i>Netherlands</i>	X	X	X	X
<b>Egyptian Arabic</b> – <i>Egypt</i>	X	X	X	X
<b>Estonian</b> – <i>Estonia</i>		X	X	
<b>Filipino (Tagalog)</b> – <i>Philippines</i>	X	X	X	X
<b>Finnish</b> – <i>Finland</i>	X	X	X	X
<b>Flemish</b> – <i>Belgium</i>	X	X	X	X
<b>French</b> – <i>Africa, Canada, France,</i>	X	X	X	X
<b>French Creole</b> – <i>Caribbean</i>	X	X	X	X
<b>Fukienese</b> – <i>China</i>	X	X	X	
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon,</i>		X	X	X
<i>Nigeria, Senegal</i>	X	X	X	X
<b>Fuzhou</b> – <i>China</i>	X	X	X	
<b>Ga</b> – <i>Ghana</i>		X	X	
<b>Gen (Mina)</b> – <i>Togo, Benin</i>		X	X	
<b>German</b> – <i>Germany</i>	X	X	X	X
<b>Gokana (Khana)</b> – <i>Nigeria</i>		X	X	
<b>Greek</b> – <i>Greece</i>	X	X	X	X
<b>Gujarati</b> – <i>India</i>		X	X	X
<b>Haitian Creole</b> – <i>Haiti</i>	X	X	X	X
<b>Haka Burmese</b> – <i>Myanmar (former</i>	X	X	X	X
<i>Hmong</i> – <i>China, Vietnam, Laos</i>	X	X	X	X
<b>Hungarian</b> – <i>Hungary</i>	X	X	X	X
<b>Hakka</b> – <i>China</i>	X	X	X	X
<b>Hausa</b> – <i>Niger, Nigeria</i>		X	X	X
<b>Ibo (Igbo)</b> – <i>Nigeria</i>		X	X	
<b>Ilocano</b> – <i>Philippines</i>		X	X	X
<b>Hebrew</b> – <i>Israel</i>	X	X	X	X
<b>Hindi</b> – <i>India</i>	X	X	X	X
<b>Indonesian (Bahasa Indonesia)</b> –	X	X	X	X
<b>Iraqi Arabic</b> – <i>Iraq</i>	X	X	X	X
<b>Italian</b> – <i>Italy</i>	X	X	X	X
<b>Japanese</b> – <i>Japan</i>	X	X	X	X
<b>Jarai</b> – <i>Vietnam</i>		X	X	
<b>Javanese</b> – <i>Indonesia</i>		X	X	X
<b>Jordanian Arabic</b> – <i>Jordan</i>	X	X	X	X
<b>Juba Arabic</b> – <i>Sudan</i>	X	X	X	
<b>Kanjolal (Q'anjob'al)</b> – <i>Guatemala</i>		X	X	
<b>Kannada</b> – <i>India</i>		X	X	X
<b>Kapampangan</b> – <i>Philippines</i>			X	
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former</i>	X	X	X	X
<i>Kayah</i> – <i>Myanmar (former Burma)</i>		X	X	
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>	X	X	X	X
<b>Kinyarwanda</b> – <i>Rwanda</i>	X	X	X	X
<b>Kirundi</b> – <i>Burundi</i>	X	X	X	X

## Section 6 - Languages Spoken

<b>Koho</b> – Vietnam			X	
<b>Korean</b> – Korea	X	X	X	X
<b>Kpele</b> – Guinea, Liberia			X	
<b>Kurmanji (Northern Kurdish)</b> – Turkey	X	X	X	
<b>Kuwaiti Arabic</b> – Kuwait	X	X	X	X
<b>Lao</b> – Laos	X	X	X	X
<b>Latvian</b> – Latvia		X	X	X
<b>Lebanese Arabic</b> – Lebanon	X	X	X	X
<b>Lingala</b> – Congo, Republic of the	X	X	X	
<b>Lithuanian</b> – Lithuania	X	X	X	X
<b>Luganda</b> – Uganda		X	X	
<b>Luo</b> – Kenya		X	X	X
<b>Maay (Af Maay, Rahanween, Bantu)</b>	X	X	X	
<b>Macedonian</b> – Macedonia		X	X	X
<b>Malay</b> – Malaysia	X	X	X	X
<b>Malayalam</b> – India		X	X	X
<b>Malinke</b> – Senegal		X	X	X
<b>Mam</b> – Guatemala		X	X	X
<b>Mandarin</b> – China	X	X	X	X
<b>Mandinka (Mandingo)</b> – Senegal		X	X	X
<b>Marathi</b> – India		X	X	X
<b>Marshallese</b> – Marshall Islands	X	X	X	X
<b>Mayan [Akateko, Kanjobal]</b> – Guatemala,		X	X	
<b>Mien</b> – China, Laos, Thailand	X	X	X	X
<b>Mina (Gen)</b> – Togo, Benin		X	X	
<b>Minangkabau</b> – Indonesia			X	
<b>Mixteco Alto</b> – Mexico		X	X	
<b>Mixteco Bajo</b> – Mexico		X	X	
<b>Mnong</b> – Vietnam			X	
<b>Mongolian</b> – Mongolia		X	X	X
<b>Moroccan Arabic</b> – Morocco	X	X	X	X
<b>Nahuatl</b> – Mexico			X	
<b>Navajo</b> – U.S.A.(Southwest)		X	X	
<b>Nepalese</b> – Nepal, India	X	X	X	X
<b>Nuer</b> – Sudan		X	X	
<b>Oromo</b> – Ethiopia	X	X	X	X
<b>Palestinian Arabic</b> – Israel, Jordan	X	X	X	X
<b>Pangasinan</b> – Philippines			X	
<b>Papiamento</b> – Netherlands Antilles			X	
<b>Pashto (Pushto)</b> – Pakistan, Afghanistan	X	X	X	X
<b>Portuguese Creole (Cape Verdean)</b> –	X	X	X	X
<b>Persian (Farsi)</b> – Afghanistan, Iran, Iraq,	X	X	X	X
<b>Russian</b> – Russia	X	X	X	X
<b>Samoan</b> – Samoa	X	X	X	X
<b>Polish</b> – Poland	X	X	X	X

<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>	X	X	X	X
<b>San Miguel</b> – <i>Mexico</i>			X	
<b>Santa Eulalia</b> – <i>Guatemala</i>			X	
<b>Saraiki</b> – <i>Pakistan, India</i>			X	
<b>Serbian</b> – <i>Serbia, Montenegro</i>	X	X	X	X
<b>Serbo-Croatian</b> – <i>Balkans</i>	X	X	X	X
<b>Shanghainese</b> – <i>China</i>	X	X	X	X
<b>Sichuan (Szechuan)</b> – <i>China</i>	X	X	X	X
<b>Sinhalese</b> – <i>Sri Lanka</i>	X	X	X	X
<b>Slovak</b> – <i>Slovakia</i>		X	X	X
<b>Somali</b> – <i>Somalia</i>	X	X	X	X
<b>Soninke (Serahule)</b> – <i>Mali</i>		X	X	
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>	X	X	X	X
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>	X	X	X	X
<b>Sudanese Arabic</b> – <i>Sudan</i>	X	X	X	X
<b>Susu</b> – <i>Guinea</i>			X	
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>	X	X	X	X
<b>Swedish</b> – <i>Sweden</i>	X	X	X	X
<b>Syrian Arabic</b> – <i>Syria</i>	X	X	X	X
<b>Tagalog (Filippino)</b> – <i>Philippines</i>	X	X	X	X
<b>Tai Dam</b> – <i>Vietnam</i>			X	
<b>Taiwanese</b> – <i>Taiwan</i>	X	X	X	X
<b>Tamil</b> – <i>India</i>	X	X	X	X
<b>Telugu</b> – <i>India</i>		X	X	X
<b>Teochew (Chaozhou)</b> – <i>China</i>	X	X	X	X
<b>Thai</b> – <i>Thailand</i>	X	X	X	X
<b>Tibetan</b> – <i>China</i>	X	X	X	X
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i>	X	X	X	X
<i>Eritrea</i>	X	X	X	X
<b>Toishanese</b> – <i>China</i>	X	X	X	X
<b>Tongan</b> – <i>Tonga</i>		X	X	X
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>	X	X	X	X
<b>Tunisian Arabic</b> – <i>Tunisia</i>	X	X	X	X
<b>Turkish</b> – <i>Turkey</i>	X	X	X	X
<b>Twi</b> – <i>Ghana</i>		X	X	
<b>Tzotzil</b> – <i>Mexico</i>			X	
<b>Ukrainian</b> – <i>Ukraine</i>	X	X	X	X
<b>Urdu</b> – <i>Pakistan, India</i>	X	X	X	X
<b>Vietnamese</b> – <i>Vietnam</i>	X	X	X	X
<b>Wolof</b> – <i>Senegal</i>		X	X	
<b>Xhosa</b> – <i>South Africa</i>		X	X	
<b>Yemeni Arabic</b> – <i>Yemen</i>	X	X	X	X

## Section 6 Rate Schedule

Name of Firm/Individual: IRCO

Certification(s):      X Medical              X Legal              X General      X American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments?              X Yes

Are you willing to perform third party billing?              X Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates						
	In person* (per hour)			Telephonic		Video	Transcription*** (per word)
	Medical **	Legal **	General	(Minute)	(Hourly Estimate)	(Hourly Estimate)	
<b>American Sign Language (ASL)**</b>	89	99	89			150	
<b>Acholi – Uganda, Sudan</b>			45	1.16	69	120	
<b>Afrikaans – South Africa, Namibia</b>				1.16	69	120	
<b>Akan – Ghana, Ivory Coast</b>				1.16	69	120	
<b>Akateko – Guatemala</b>				1.16	69	120	
<b>Albanian – Albania</b>			45	1.16	69	120	\$.18 - \$.28
<b>Algerian Arabic – Algeria</b>			45	1.16	69	120	
<b>Amharic – Ethiopia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Arabic – Widely Distributed</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Armenian – Armenia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Ashanti (Asante Twi) – Ghana</b>				1.16	69	120	
<b>Assyrian – Iraq</b>			45	1.16	69	120	\$.18 - \$.28
<b>Azerbaijani – Azerbaijan</b>				1.16	69	120	\$.18 - \$.28
<b>Azorean Portuguese – Azores Islands</b>						120	
<b>Bahnar – Vietnam</b>						120	
<b>Bahasa Indonesia (Indonesian)</b>				1.16	69	120	
<b>Bambara – Mali</b>				1.16	69	120	\$.18 - \$.28
<b>Belarusan – Belarus</b>				1.16	69	120	\$.18 - \$.28
<b>Bengali – Bangladesh, India</b>			45	1.16	69	120	\$.18 - \$.28
<b>Bosnian – Bosnia &amp; Herzegovina</b>			45	1.16	69	120	\$.18 - \$.28
<b>Brazilian Portuguese – Brazil</b>			45	1.16	69	120	\$.18 - \$.28
<b>Bulgarian – Bulgaria</b>			45	1.16	69	120	\$.18 - \$.28
<b>Burmese – Myanmar (former Burma)</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cambodian (Khmer) – Cambodia</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cantonese – China</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Cape Verdean (Portuguese Creole)</b>			45	1.16	69	120	
<b>Catalan – Andorra, Spain</b>			45	1.16	69	120	\$.18 - \$.28
<b>Cebuano – Philippines</b>				1.16	69	120	

<b>Chaldean</b> – <i>Iraq</i>				1.16	69	120	
<b>Chamorro</b> – <i>Guam</i>				1.16	69	120	\$.18 - \$.28
<b>Chaozhou (Teochew)</b> – <i>China</i>			45	1.16	69	120	
<b>Chin</b> – <i>Myanmar (former Burma)</i>			45	1.16	69	120	\$.18 - \$.28
<b>Chinese (var. languages/dialects)</b> –			45	1.16	69	120	\$.18 - \$.28
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>			45	1.16	69	120	\$.18 - \$.28
<b>Croatian</b> – <i>Croatia</i>			45	1.16	69	120	\$.18 - \$.28
<b>Czech</b> – <i>Czech Republic</i>			45	1.16	69	120	\$.18 - \$.28
<b>Danish</b> – <i>Denmark</i>			45	1.16	69	120	\$.18 - \$.28
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Dene</b> – <i>Canada</i>						120	
<b>Dewoin</b> – <i>Liberia</i>						120	
<b>Dinka</b> – <i>Sudan</i>				1.16	69	120	
<b>Duala</b> – <i>Cameroon</i>						120	
<b>Dutch</b> – <i>Netherlands</i>			45	1.16	69	120	\$.18 - \$.28
<b>Egyptian Arabic</b> – <i>Egypt</i>			45	1.16	69	120	\$.18 - \$.28
<b>Estonian</b> – <i>Estonia</i>				1.16	69	120	
<b>Filipino (Tagalog)</b> – <i>Philippines</i>			45	1.16	69	120	\$.18 - \$.28
<b>Finnish</b> – <i>Finland</i>			45	1.16	69	120	\$.18 - \$.28
<b>Flemish</b> – <i>Belgium</i>			45	1.16	69	120	\$.18 - \$.28
<b>French</b> – <i>Africa, Canada, France,</i>			45	1.16	69	120	\$.18 - \$.28
<b>French Creole</b> – <i>Caribbean</i>			45	1.16	69	120	\$.18 - \$.28
<b>Fukienese</b> – <i>China</i>			45	1.16	69	120	
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon,</i>				1.16	69	120	\$.18 - \$.28
<i>Nigeria, Senegal</i>			45	1.16	69	120	\$.18 - \$.28
<b>Fuzhou</b> – <i>China</i>			45	1.16	69	120	
<b>Ga</b> – <i>Ghana</i>				1.16	69	120	
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				1.16	69	120	
<b>German</b> – <i>Germany</i>			45	1.16	69	120	\$.18 - \$.28
<b>Gokana (Khana)</b> – <i>Nigeria</i>				1.16	69	120	
<b>Greek</b> – <i>Greece</i>			45	1.16	69	120	\$.18 - \$.28
<b>Gujarati</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Haitian Creole</b> – <i>Haiti</i>			45	1.16	69	120	\$.18 - \$.28
<b>Haka Burmese</b> – <i>Myanmar (former</i>			45	1.16	69	120	\$.18 - \$.28
<i>Hmong</i> – <i>China, Vietnam, Laos</i>			45	1.16	69	120	\$.18 - \$.28
<b>Hungarian</b> – <i>Hungary</i>			45	1.16	69	120	\$.18 - \$.28
<b>Hakka</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Hausa</b> – <i>Niger, Nigeria</i>				1.16	69	120	\$.18 - \$.28
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				1.16	69	120	
<b>Ilocano</b> – <i>Philippines</i>				1.16	69	120	\$.18 - \$.28
<b>Hebrew</b> – <i>Israel</i>			45	1.16	69	120	\$.18 - \$.28
<b>Hindi</b> – <i>India</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Indonesian (Bahasa Indonesia)</b> –			45	1.16	69	120	\$.18 - \$.28
<b>Iraqi Arabic</b> – <i>Iraq</i>	55		45	1.16	69	120	\$.18 - \$.28

<b>Italian</b> – <i>Italy</i>			45	1.16	69	120	\$.18 - \$.28
<b>Japanese</b> – <i>Japan</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Jarai</b> – <i>Vietnam</i>				1.16	69	120	
<b>Javanese</b> – <i>Indonesia</i>				1.16	69	120	\$.18 - \$.28
<b>Jordanian Arabic</b> – <i>Jordan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Juba Arabic</b> – <i>Sudan</i>			45	1.16	69	120	
<b>Kanjobal (Q'anjob'al)</b> – <i>Guatemala</i>				1.16	69	120	
<b>Kannada</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Kapampangan</b> – <i>Philippines</i>					69	120	
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar</i>			45	1.16	69	120	\$.18 - \$.28
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				1.16	69	120	
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Kinyarwanda</b> – <i>Rwanda</i>			45	1.16	69	120	\$.18 - \$.28
<b>Kirundi</b> – <i>Burundi</i>			45	1.16	69	120	\$.18 - \$.28
<b>Koho</b> – <i>Vietnam</i>					69	120	
<b>Korean</b> – <i>Korea</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Kpele</b> – <i>Guinea, Liberia</i>					69	120	
<b>Kurmanji (Northern Kurdish)</b> –			45	1.16	69	120	
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>			45	1.16	69	120	\$.18 - \$.28
<b>Lao</b> – <i>Laos</i>			46	1.16	69	120	\$.18 - \$.28
<b>Latvian</b> – <i>Latvia</i>				1.16	69	120	\$.18 - \$.28
<b>Lebanese Arabic</b> – <i>Lebanon</i>			45	1.16	69	120	\$.18 - \$.28
<b>Lingala</b> – <i>Congo, Republic of the</i>			45	1.16	69	120	
<b>Lithuanian</b> – <i>Lithuania</i>			45	1.16	69	120	\$.18 - \$.28
<b>Luganda</b> – <i>Uganda</i>				1.16	69	120	
<b>Luo</b> – <i>Kenya</i>				1.16	69	120	\$.18 - \$.28
<b>Maay (Af Maay, Rahanween, Bantu)</b>			45	1.16	69	120	
<b>Macedonian</b> – <i>Macedonia</i>				1.16	69	120	\$.18 - \$.28
<b>Malay</b> – <i>Malaysia</i>			45	1.16	69	120	\$.18 - \$.28
<b>Malayalam</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Malinke</b> – <i>Senegal</i>				1.16	69	120	\$.18 - \$.28
<b>Mam</b> – <i>Guatemala</i>				1.16	69	120	\$.18 - \$.28
<b>Mandarin</b> – <i>China</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				1.16	69	120	\$.18 - \$.28
<b>Marathi</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Marshallese</b> – <i>Marshall Islands</i>			45	1.16	69	120	\$.18 - \$.28
<b>Mayan [Akateko, Kanjobal]</b> –				1.16	69	120	
<b>Mien</b> – <i>China, Laos, Thailand</i>			45	1.16	69	120	\$.18 - \$.28
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				1.16	69	120	
<b>Minangkabau</b> – <i>Indonesia</i>						120	
<b>Mixteco Alto</b> – <i>Mexico</i>				1.16	69	120	
<b>Mixteco Bajo</b> – <i>Mexico</i>				1.16	69	120	
<b>Mnong</b> – <i>Vietnam</i>						120	
<b>Mongolian</b> – <i>Mongolia</i>				1.16	69	120	\$.18 - \$.28

<b>Moroccan Arabic</b> – <i>Morocco</i>			45	1.16	69	120	\$.18 - \$.28
<b>Nahuatl</b> – <i>Mexico</i>						120	
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				1.16	69	120	
<b>Nepalese</b> – <i>Nepal, India</i>			45	1.16	69	120	\$.18 - \$.28
<b>Nuer</b> – <i>Sudan</i>				1.16	69	120	
<b>Oromo</b> – <i>Ethiopia</i>			45	1.16	69	120	\$.18 - \$.28
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Pangasinan</b> – <i>Philippines</i>						120	
<b>Papiamento</b> – <i>Netherlands Antilles</i>						120	
<b>Pashto (Pushto)</b> – <i>Pakistan,</i>			45	1.16	69	120	\$.18 - \$.28
<b>Portuguese Creole (Cape Verdean)</b> –			45	1.16	69	120	\$.18 - \$.28
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran,</i>			45	1.16	69	120	\$.18 - \$.28
<b>Russian</b> – <i>Russia</i>	55	65	45	1.16	69	120	\$.18 - \$.28
<b>Samoan</b> – <i>Samoa</i>			45	1.16	69	120	\$.18 - \$.28
<b>Polish</b> – <i>Poland</i>			45	1.16	69	120	\$.18 - \$.28
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>			45	1.16	69	120	\$.18 - \$.28
<b>San Miguel</b> – <i>Mexico</i>						120	
<b>Santa Eulalia</b> – <i>Guatemala</i>						120	
<b>Saraiki</b> – <i>Pakistan, India</i>						120	
<b>Serbian</b> – <i>Serbia, Montenegro</i>			45	1.16	69	120	\$.18 - \$.28
<b>Serbo-Croatian</b> – <i>Balkans</i>			45	1.16	69	120	\$.18 - \$.28
<b>Shanghainese</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Sichuan (Szechuan)</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Sinhalese</b> – <i>Sri Lanka</i>			45	1.16	69	120	\$.18 - \$.28
<b>Slovak</b> – <i>Slovakia</i>				1.16	69	120	\$.18 - \$.28
<b>Somali</b> – <i>Somalia</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Soninke (Serahule)</b> – <i>Mali</i>				1.16	69	120	
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>			45	1.16	69	120	\$.18 - \$.28
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>	55	65	45	1.16	69	120	\$.18 - \$.28
<b>Sudanese Arabic</b> – <i>Sudan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Susu</b> – <i>Guinea</i>						120	
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>	55		45	1.16	69	120	\$.18 - \$.28
<b>Swedish</b> – <i>Sweden</i>			45	1.16	69	120	\$.18 - \$.28
<b>Syrian Arabic</b> – <i>Syria</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tagalog (Filippino)</b> – <i>Philippines</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tai Dam</b> – <i>Vietnam</i>						120	
<b>Taiwanese</b> – <i>Taiwan</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tamil</b> – <i>India</i>			45	1.16	69	120	\$.18 - \$.28
<b>Telugu</b> – <i>India</i>				1.16	69	120	\$.18 - \$.28
<b>Teochew (Chaozhou)</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Thai</b> – <i>Thailand</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tibetan</b> – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i>			45	1.16	69	120	\$.18 - \$.28
<i>Eritrea</i>			45	1.16	69	120	\$.18 - \$.28

Section 6 - Languages Spoken

<b>Toishanese – China</b>			45	1.16	69	120	\$.18 - \$.28
<b>Tongan – Tonga</b>				1.16	69	120	\$.18 - \$.28
<b>Trukese (Chuukese) – Micronesia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Tunisian Arabic – Tunisia</b>			45	1.16	69	120	\$.18 - \$.28
<b>Turkish – Turkey</b>			45	1.16	69	120	\$.18 - \$.28
<b>Twi – Ghana</b>				1.16	69	120	
<b>Tzotzil – Mexico</b>						120	
<b>Ukrainian – Ukraine</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Urdu – Pakistan, India</b>			45	1.16	69	120	\$.18 - \$.28
<b>Vietnamese – Vietnam</b>	55		45	1.16	69	120	\$.18 - \$.28
<b>Wolof – Senegal</b>				1.16	69	120	
<b>Xhosa – South Africa</b>				1.16	69	120	
<b>Yemeni Arabic – Yemen</b>			45	1.16	69	120	\$.18 - \$.28

\* For in-person services, ILB charges in 30 minute increments after the number of requested.

\*\* All certified and qualified medical/legal/ASL in-person interpreters are required a 2 hour minimum for each assignment.

\*\*\* Minimum translation project fee will be \$30. Our hourly charge for Desktop Publishing is \$50/hr. Rush fees may applies.





CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Heidi A. Schmaltz ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred fifty-five thousand dollars (\$250,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Heidi A. Schmaltz
Address: 113 Morton Road, Oregon City, OR 97045
Contractor Contract Administrator: Heidi Schmaltz
Phone No.: 503-778-0451
Email: spanishservices@heidiastrid.com
MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this

Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs

otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor’s employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor’s employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]



By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Heidi A. Schmaltz  
113 Morton Road  
Oregon City, OR 97045

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **two hundred fifty thousand dollars (\$250,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

---

**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....	April 24, 2018
Protest of Specifications Deadline.....	May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14



## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:



- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**

### **Proposer's General Background and Qualifications**

Heidi Astrid Schmaltz is a sole proprietor and certified Women Business Enterprise in the state of Oregon. She is a licensed business in the state of Oregon and City of Oregon City. Ms. Schmaltz is the direct provider of interpreting services for her business and holds the following credentials:

- Oregon Court Certified Interpreter, Spanish.
- Oregon Certified Healthcare Interpreter, Spanish.
- Washington Department of Social and Health Services Certified Medical Interpreter, Spanish
- Washington Department of Social and Health Services Certified Social Services Interpreter, Spanish
- Licensed Interpreter Trainer, *The Community Interpreter® International Edition*
- Award of Achievement in Spanish Translation, University of British Columbia
- Master of Arts, Spanish, Portland State University

Ms. Schmaltz provides specialty Spanish interpreting services that require the use of a highly experienced, qualified and certified interpreter such as at public meetings, events, conferences and legal assignments. Ms. Schmaltz is also available for medical and social service interpreting. Ms. Schmaltz provides accurate, meaning-for-meaning interpretations that eliminate language barriers, lead to positive patient outcomes in medical settings, and save lost staff time due to miscommunication. As a certified interpreter she participates in regular, documented continuing education activities.

Many interpreters who may serve the county through interpretation agencies are not certified by the state in medical and/or legal interpreting, and never have been tested on their general language proficiency. While Ms. Schmaltz as a sole proprietor is unable to cover all of the Spanish interpretation needs for the county, she should be a first point of contact for complex assignments requiring the use of a highly skilled interpreter. Ms. Schmaltz also provides high quality written translations with a fast turnaround time.

A resident of Oregon City, Ms. Schmaltz has been providing interpreting services in the area since 2004. She is a regular contractor for the Oregon Judicial Department Court Language Access Services in Clackamas County Courts, and the Clackamas County District Attorney. She has also provided services at the Willamette Falls Riverwalk Open House, as well as written translation services and interpretation for the Oregon City and Gladstone Districts. Services provided by Ms. Schmaltz are environmentally sustainable as travel to most county offices and services are a short distance from her home office. Because she works almost exclusively in Clackamas County, she can often be available and at a requested location within 20 minutes of the initial request.



### **Scope of Work**

Ms. Schmaltz provides in-person and telephonic interpreting services, and translation services (see exhibit D). Ms. Schmaltz can be reached at 503-778-0451 or by email: [spanishservices@heidiastrid.com](mailto:spanishservices@heidiastrid.com).

### **Fees (See Exhibit D)**

Spanish Interpretation, Legal \$75 per hour with a 2-hour minimum

Spanish Interpretation, Medical and General: \$65 per hour with a 1-hour minimum

Spanish Interpretation, Telephonic: \$1 per minute with a 30-minute minimum.

Translation, .25 per word with a minimum of 200 words.

### **References**

Sean Ducey, University of Portland

500 N. Willamette Blvd.

Portland, OR 97203

[ducey@up.edu](mailto:ducey@up.edu), 503-943-8434

Commencement Ceremony Interpreter, 2017, 2018

Carol Oatman, Clackamas County District Attorney's Office

807 Main St. #7

Oregon City, OR 97045

[CarolOat@co.clackamas.or.us](mailto:CarolOat@co.clackamas.or.us), 503-655-8607

Grand Jury interpreter, 2016-current

Irene Kim, JLA Public Involvement

1110 SE Alder #301

Portland, OR 97214

[Irene@jla.us.com](mailto:Irene@jla.us.com), 503-235-5881

Interpreter, Willamette Falls Riverwalk Open House at Abernethy Center, 2016

Translator 2016-current

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Heidi Astrid Schmaltz Oregon  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number 1129003-96

Contractor's Authorized Representative

Signature: [Handwritten Signature] Date: 5-15-18

Name: Heidi Schmaetz Title: owner

Firm: Heidi Astrid Schmaetz, Translator and Interpreter

Address: 113 Mozart rd.

City/State/Zip: Oregon City OR 97045 Phone: (503) 778-0451

e-mail: spanishservices@heidiastrid.com Fax: \_\_\_\_\_

Contract Manager:

Name Heidi Schmaetz Title: owner

Phone number: 503-778-0451

Email Address: spanishservices@heidiastrid.com

**Section 6  
Rate Schedule**

Name of Firm/Individual: Heidi Astrid Schmaier

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: M-S

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Rates				
Language	In person	Telephonic	Video	Transcription
American Sign Language <i>PIA</i>				
Acholi – Uganda, Sudan				
Afrikaans – South Africa, Namibia				
Akan – Ghana, Ivory Coast				
Akateko – Guatemala				
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed				
Armenian – Armenia				
Ashanti (Asante Twi) – Ghana				
Assyrian – Iraq				
Azerbaijani – Azerbaijan				
Azorean Portuguese – Azores Islands				
Bahnar – Vietnam				
Bahasa Indonesia (Indonesian) –Indonesia				
Bambara – Mali				
Belarusan – Belarus				
Bengali – Bangladesh, India				
Bosnian – Bosnia & Herzegovina				
Brazilian Portuguese – Brazil				
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				
Cantonese – China				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – Niger, Nigeria				
Ibo (Igbo) – Nigeria				
Ilocano – Philippines				
Hebrew – Israel				
Hindi – India				
Indonesian (Bahasa Indonesia) – Indonesia				
Iraqi Arabic – Iraq				
Italian – Italy				
Japanese – Japan				
Jarai – Vietnam				
Javanese – Indonesia				
Jordanian Arabic – Jordan				
Juba Arabic – Sudan				
Kanjool (Q’anjob’al) – Guatemala				
Kannada – India				
Kapampangan – Philippines				
Karen (Pa’o, S’gaw) – Myanmar (former Burma)				
Kayah – Myanmar (former Burma)				
Khmer (Cambodian) – Cambodia				
Kinyarwanda – Rwanda				
Kirundi – Burundi				
Koho – Vietnam				
Korean – Korea				
Kpele – Guinea, Liberia				
Kurmanji (Northern Kurdish) – Turkey				
Kuawaiti Arabic – Kuwait				
Lao – Laos				
Latvian – Latvia				
Lebanese Arabic – Lebanon				
Lingala – Congo, Republic of the				
Lithuanian – Lithuania				
Luganda – Uganda				
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) – Somalia				
Macedonian – Macedonia				
Malay – Malaysia				
Malayalam – India				
Malinke – Senegal				
Mam – Guatemala				
Mandarin – China				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal				
Marathi – India				
Marshallese – Marshall Islands				
Mayan [Akateko, Kanjobal] – Guatemala, Mexico				
Mien – China, Laos, Thailand				
Mina (Gen) – Togo, Benin				
Minangkabau – Indonesia				
Mixteco Alto – Mexico				
Mixteco Bajo – Mexico				
Mnong – Vietnam				
Mongolian – Mongolia				
Moroccan Arabic – Morocco				
Nahuatl – Mexico				
Navajo – U.S.A. (Southwest)				
Nepalese – Nepal, India				
Nuer – Sudan				
Oromo – Ethiopia				
Palestinian Arabic – Israel, Jordan				
Pangasinan – Philippines				
Papiamentu – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan				
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan				
Russian – Russia				
Samoan – Samoa				
Polish – Poland				
Portuguese – Portugal, Brazil, et al.				
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki – Pakistan, India				
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China				
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				
Sorani (Central Kurdish) – Iraq				
Spanish – Spain, Latin America, et al.	165	51	N/A	N/A

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – Sudan				
Susu – Guinea				
Swahili – Kenya, Somalia, Tanzania,				
Swedish – Sweden				
Syrian Arabic – Syria				
Tagalog (Filippino) – Philippines				
Tai Dam – Vietnam				
Taiwanese – Taiwan				
Tamil – India				
Telugu – India				
Teochew (Chaozhou) – China				
Thai – Thailand				
Tibetan – China				
Tigrigna (Tigrinya) – Ethiopia, Eritrea				
Toishanese – China				
Tongan – Tonga				
Trukese (Chuukese) – Micronesia				
Tunisian Arabic – Tunisia				
Turkish – Turkey				
Twi – Ghana				
Tzotzil – Mexico				
Ukrainian – Ukraine				
Urdu – Pakistan, India				
Vietnamese – Vietnam				
Wolof – Senegal				
Xhosa – South Africa				
Yemeni Arabic – Yemen				





CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Frontline Facilities Management & Maintenance LLC  
for Window Cleaning Services

<b>Purpose/Outcomes</b>	This is a five-year contract for window cleaning services in multi-story buildings around the County.
<b>Fiscal Impact</b>	Five-year total cost of \$383,020.00
<b>Funding Source</b>	Funds are part of Facilities Management allocated budget
<b>Duration</b>	Through June 30, 2023
<b>Previous Board Action</b>	No previous action
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build a strong infrastructure</li><li>• Build public trust through good government</li></ul>
<b>Contact Person</b>	Eli Seely, Facilities Management, 503-557-6425

**BACKGROUND:**

Clackamas County's Finance Department is seeking Board approval for a contract with Frontline Facilities Management & Maintenance LLC for Window Cleaning Services. The services included in this contract are cleaning of interior and exterior windows of single and multi-story buildings.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279B and LCRB Rules on August 2<sup>nd</sup>, 2018 as a Request for Proposals (RFP). Proposals were publically opened August 30<sup>th</sup>, 2018. The County received three (3) proposals from Clean-World Maintenance, Inc., Clean Services, Northwest, Inc., and Frontline Facilities Management & Maintenance LLC. The evaluation committee met on September 19<sup>th</sup>, 2018 and awarded the most points to Frontline Facilities Management & Maintenance LLC. The Contract is for five (5) years.

This Contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve the Contract with Frontline Facilities Management & Maintenance LLC for Window Cleaning Services.

Respectfully submitted,

Jeff Jorgensen  
Facilities Manager

Placed on the \_\_\_\_\_ Agenda by the Procurement Division



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (this “Contract”) is entered into between **Frontline Facilities Management & Maintenance LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon, and any component unit thereof, including but not limited to County service districts, urban renewal agencies, or the Housing Authority of Clackamas County (“County”), for the purpose of providing **Window Cleaning Services**.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in RFP 2018-57 Window Cleaning Services, issued August 2<sup>nd</sup>, 2018, and as Amended on August 9, 2018, attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as **Exhibit “B.”** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Eli Seely [eseely@clackamas.us](mailto:eseely@clackamas.us) or phone 503-557-6425.

**III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a fixed fee, per building, per year basis as detailed in this Contract. The maximum fiscal year compensation authorized under this Contract shall not exceed **\$76,604.00** and the total Contract compensation shall not exceed \$383,020.00. Fiscal year is defined as July 1 to June 30.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: email [facilitiesmanagement@clackamas.us](mailto:facilitiesmanagement@clackamas.us) or mail to:

**Clackamas County Facilities Management  
1710 Red Soils Court, Ste. 200  
Oregon City, OR 97045**

#### **IV. CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where

required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to

County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.



**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**SIGNATURE PAGE FOLLOWS**



**EXHIBIT A**  
**RFP 2018-57 WINDOW CLEANING SERVICES**  
**INCLUDING ADDENDA #1**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**