

#### **Department of Finance**

Public Services Building 2051 Kaen Road, Suite 490 | Oregon City, OR 97045

July 27, 2023	BCC Agenda Date/Item:
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Board of County Commissioners Clackamas County

Approval of Personal Services Contracts for As Needed Interpreter Services with Corporate Translation Services dba Language Link. Contract has an annual not to exceed of \$250,000 with a contract total of \$1,250,000 for 5 years. County General funds could be involved as these contracts are for "on call" or "as-needed basis" work.

Previous Board	Briefed at Issues – July 25, 2023		
Action/Review			
Performance	Build public trust through good government by providing budget responsibility		
Clackamas	and transparency		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Ryan Rice	Contact Phone	503-742-5446

**EXECUTIVE SUMMARY**: The intent of these contracts is to expand the current pool of licensed, qualified firms or individuals to provide a full range of interpreter and translator services. Work will be on an as-needed basis to assist the County with various interpreter needs including but not limited to in person, telephonic, transcription and video platforms. Interpreter services will include a variety of languages and communication needs.

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.

**RECOMMENDATION:** Staff recommends approval of these contracts for as needed interpreter services.

Respectfully submitted,

Clizabeth Comfort

Elizabeth Comfort Finance Director

For Filing Use Only



## CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract #8146

This Personal Services Contract (this "Contract") is entered into between **Corporate Translation Services, LLC dba Language Link** ("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, 2028
- 2. Scope of Work. Contractor shall provide the following personal services: interpreter services on an on-call basis ("Work"), further described in County's RFP 2023-39, attached hereto as Exhibit A and incorporated by this reference herein, and Contractor's Response, attached hereto as Exhibit B and incorporated by this reference herein.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

This Contract is on an "on-call" or "as-needed basis" for Work. When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <a href="https://www.clackamas.us/finance/terms.html">https://www.clackamas.us/finance/terms.html</a>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

- 3. Consideration. The maximum annual amount County may pay Contractor, from available and authorized funds, for performing the Work required by this Contract shall not exceed two hundred and fifty thousand dollars (\$250,000.00). The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work during the entire five (5) year term of the Contract shall not exceed One Million Two Hundred Fifty Thousand dollars (\$1,250,000.00). Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$1,250,000.00 authorized herein. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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 invoices shall include the total amount billed to date by Contractor prior to the current invoice. 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 in accordance with ORS 293.462 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 be obligated to 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.

Invoices shall reference the above Contract Number and be submitted to each department that requested services under this Contract.

5.	Travel and Other Expense. Authorized: Yes 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: <a href="https://www.clackamas.us/finance/terms.html">https://www.clackamas.us/finance/terms.html</a> . Travel expense reimbursement is not in
	excess of the not to exceed consideration.

**6. 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, Exhibit A and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Dan Nelson	County Administrator: TBD
Phone: 888-266-2066	Phone:
Email: rfp@language.link	Email:
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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 will subject Contractor payments to backup withholding.

#### ARTICLE II.

- 1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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. Contractor shall maintain such books and records for a minimum of six (6) 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 FUTURE FUNDS. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- **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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

- **5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW. This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. 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; and (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.
- 9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required – Commercial General Liability: combined single limit, or the equivalent, of n	ıot
less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodi	ly
Injury and Property Damage.	

Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Required – Automobile Liability: combined single limit, or the equivalent, or	of not less than
\$1,000,000 per accident for Bodily Injury and Property Damage.	

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES. 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. Except for liability arising under or related to Article II, Section 13 or Section 20 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 Contact in accordance with its terms.
- 11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. 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) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. 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, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 34, and all other rights and obligations which by their context are intended to survive. 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.

- 15. 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.
- 16. 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, which shall be granted or denied in the County's sole discretion. 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, Sections 1, 7, 8, 13, 16 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. County understands and agrees that Contractor may use independent contractors as translators and interpreters provided, however, that use of an independent contractor does not relieve Contractor of any of its obligations under this Contract.
- 17. 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.
- 18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.
- 19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
  - Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, 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.
- **20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County as of the date of the notice of termination, less any setoff to which the County is entitled.
- 21. 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.

- **22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. 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.
- **24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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.
- **25. 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.
- **26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- **27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- **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, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose 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 a breach of its data security or the 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. [RESERVED]
- 31. [RESERVED]
- 32. [RESERVED]
- 33. [RESERVED]

34. 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.

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

Corporate Translation Services, LLO Dba Language Link 1417 SE Rasmussen Blvd Battle Ground, WA 98604	С	Clackamas County	
Dan Nelson	July 11, 2023	Chair	
Authorized Signature	Date		
Dan Nelson, President		Recording Secretary	
Name / Title (Printed)	-07		
1889070-92		Date	
Oregon Business Registry #			
		Approved as to Form:	
FLLC/DELEWARE Entity Type / State of Formation		by	07/12/2023
J 11		County Counsel	Date

# EXHIBIT A RFQ 2023-39 ON-CALL INTERPRETER SERVICES PUBLISHED APRIL 27, 2023



#### **REQUEST FOR PROPOSALS #2023-39**

#### **FOR**

#### **Interpreter Services**

# BOARD OF COUNTY COMMISSIONERS TOOTIE SMITH, Chair PAUL SAVAS, Commissioner MARK SHULL, Commissioner MARTHA SCHRADER, Commissioner BEN WEST, Commissioner

Gary Schmidt County Administrator

> Mike Faris Contract Analyst

#### PROPOSAL CLOSING DATE, TIME AND LOCATION

**DATE:** May 25, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>

#### **SCHEDULE**

Request for Proposals IssuedApril 27, 2023
Protest of Specifications Deadline May 4, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions May 18, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and TimeMay 25, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of AwardSeven (7) days from the Intent to Award

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- Section 1 Notice of Request for Proposals
- Section 2 Instructions to Proposers
- Section 3 Scope of Work
- Section 4 Evaluation and Selection Criteria
- Section 5 Proposal Content (Including Proposal Certification)

#### 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 25, 2023 ("Closing"), to provide Interpreter Services. No Proposals will be received or considered after that time.

#### Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address <a href="https://oregonbuys.gov/bso/view/login/login.xhtml">https://oregonbuys.gov/bso/view/login/login.xhtml</a>, Document No. S-C01010-00006733.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

#### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. *Email submissions to Clackamas County email addresses will no longer be accepted.* 

- A. Completed proposal documents must arrive electronically via Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <a href="https://www.clackamas.us/how-to-bid-on-county-projects">https://www.clackamas.us/how-to-bid-on-county-projects</a>.

#### **Contact Information**

Procurement Process and Technical Questions: Michael Faris, MFaris@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 proposals from Minority, Women, Veteran 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.
- **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. 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 OregonBuys for any notices, published addenda, or response to clarifying questions.
- **2.5 Submission of Proposals:** 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 Certification 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 published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award 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 email, 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 192.345(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 192.345(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 192.345). 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 contactor's obligation to the 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, 2028.** 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: <a href="https://www.clackamas.us/finance/terms.html">https://www.clackamas.us/finance/terms.html</a>

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, 2028.** 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 Personal Services Contract for this RFP can be found at <a href="https://www.clackamas.us/finance/terms.html">https://www.clackamas.us/finance/terms.html</a>.

Professional Services Contract (unless checked, item does not apply)
The following paragraphs of the Professional Services Contract will be applicable:
☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
☐ Article II, Paragraph 28 – Confidentiality
Article II, Paragraph 29 – Criminal Background Check Requirements
☐ Article II, Paragraph 30 – Key Persons
☐ Article II, Paragraph 31 – Cooperative Contracting
☐ Article II, Paragraph 32 – Federal Contracting Requirements
Exhibit A – On-Call Provision

#### **Background Checks**

Contractors are responsible for performing and paying for Criminal Background Checks as required, 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.

The following insurance requirements will be applicable:

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.

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.

Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

#### SECTION 4 EVALUATION PROCEDURE

An evaluation committee will review all Proposals that are initially 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

Category	Points available:
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

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.** Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.
- **5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- **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.
- **5.1.4.** Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

#### 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 **Section 6 (see below)**, 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

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. Vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription).

#### 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. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

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

#### PROPOSAL CERTIFICATION RFP #2023-39

Submitted by:	Corporate Translation Services, LLC dba Language Link; incorporated in Delaware
• -	(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

#### **SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

- 1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
- 2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
- 4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Dan Nelson	Date: 3/24/2023	
Signature:_Dan Nelson	Title: President	
Email: rfp@language.link	Telephone: (888) 266-2066	
Oregon Business Registry Number: 1889070-92	OR CCB # (if applicable):	
Business Designation (check one):  ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ Limited Liability Company		
Resident Quoter, as defined in ORS 279A.120  Non-Resident Quote. Resident State: incorporated in Delaware		

#### **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 assignmen	nts?	
Are you willing to perform the	rd party billing?	? □ Yes □ No	)
Please attach all current certif	ications to your	proposal if an inc	dividual. 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	- A -			
Acholi – Uganda, Sudan	8			
Afrikaans – South Africa, Namibia	^			
Akan – Ghana, Ivory Coast				
Akateko – Guatemala	6			
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed	1			
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			1	ŧ
Brazilian Portuguese – Brazil	Ţ.			
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				

Cantonese – China	V			
Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –Cape Verde	Persen	200000000	, 1000	
Catalan – Andorra, Spain	- (			
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				
Chin – Myanmar (former Burma)				
Chinese (var. languages/dialects) – China				
Chuukese (Trukese) – Micronesia				
Croatian – Croatia				
Czech – Czech Republic				
Danish – Denmark				
Dari (Afgan Farsi) – Afghanistan		1		
Dene – Canada				
Dewoin – Liberia				
Dinka – Sudan	8			
Duala – Cameroon				
<b>Dutch</b> – Netherlands	0			
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				
<b>Ga</b> – Ghana				i i
Gen (Mina) – Togo, Benin	2			
German – Germany				
Gokana (Khana) – Nigeria				
Greek – Greece	V.			
Gujarati – India				1
Haitian Creole – Haiti				l,
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				
Hungarian – Hungary				

	In			
Language	person	Telephonic	Video	Transcription
Hausa – Niger, Nigeria				
Ibo (Igbo) – Nigeria	1			- 6
Ilocano – Philippines				
Hebrew – Israel				
Hindi – India				
Indonesian (Bahasa Indonesia) – Indonesia				
Iraqi Arabic – <i>Iraq</i>				
Italian – Italy				
Japanese – Japan				
Jarai – Vietnam				
Javanese – Indonesia				
Jordanian Arabic – Jordan				
Juba Arabic – Sudan				
Kanjobal (Q'anjob'al) – Guatemala	5	1		
Kannada – India				
Kapampangan – Philippines	8			
Karen (Pa'o, S'gaw) – Myanmar (former Burma)				1
Kayah – Myanmar (former Burma)	0			
Khmer (Cambodian) – Cambodia				
Kinyarwanda – Rwanda				
Kirundi – Burundi				
Koho – Vietnam				
Korean – Korea				
Kpele – Guinea, Liberia				
Kurmanji (Northern Kurdish) – Turkey				
Kuawaiti Arabic – Kuwait				
Lao - Laos	i i			
Latvian – Latvia				
Lebanese Arabic – Lebanon				
Lingala – Congo, Republic of the	7.			ii .
Lithuanian – Lithuania				
Luganda – Uganda				
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) -Somalia	V.			
Macedonian – Macedonia				
Malay – Malaysia				
Malayalam – India				
Malinke – Senegal				
Mam – Guatemala				

Mandarin – China	Too			
Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal	person	Telephonie	, raco	Transcription
Marathi – India	1			
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 – Ethio pia				
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	*			i i
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China	t.			
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				Ų.
Sorani (Central Kurdish) – Iraq				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – Sudan	person	Тегерионге	Viuco	Transcription
Susu – Guinea	/			
Swahili – Kenya, Somalia, Tanzania,				
Swedish – Sweden				
Syrian Arabic – Syria				
Tagalog (Filippino) – Philippines				
Tai Dam – Vietnam				
Taiwanese – Taiwan				Ti .
Tamil – India				
Telugu – India				Ti .
Teochew (Chaozhou) – China				
Thai – Thailand				
Tibetan – China				
Tigrigna (Tigrinya) – Ethiopia,				
Eritrea				
Toishanese – China				
Tongan – Tonga				
Trukese (Chuukese) – Micronesia	(			13
Tunisian Arabic – Tunisia				
Turkish – Turkey				
Twi – Ghana				
Tzotzil – Mexico				
Ukrainian – Ukraine	0			
Urdu – Pakistan, India				
Vietnamese – Vietnam				
Wolof - Senegal				
Xhosa – South Africa				
Yemeni Arabic – Yemen				

### EXHIBIT B CONTRACTOR'S QUOTE

## Language Link Response to RFP #2023-39 Written Translation Services

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

#### Description of the firm.

Headquartered in Battle Ground, Washington and incorporated in 1991, Language Link has thirty years of experience as a full-service multilingual communication agency. Our Translation Division provides document translation, audio-visual, eLearning, and localization services in over 100 languages, including Spanish, Russian, Arabic, Chinese, and Vietnamese, as well as many other languages of lesser diffusion. Our teams are made up of skilled individuals with a passion for their work, and are experienced professionals ready to assist you with all of your communication needs.

As a language services provider with a national presence and a reputation for excellence, we are proud of the relationships we have built with our valued customers. Many of these relationships began decades ago, and have continued to grow and flourish over time. Over the course of our history, we have had the opportunity to partner with a multitude of clients across the United States and Canada, including federal, state, and local government agencies, non-profits, healthcare organizations, financial institutions, corporate entities, and schools and school districts.

We maintain a robust pool of translators who are ready to assist you with your needs. Many of our translators hold accreditations with organizations such as the American Translators Association (ATA), Washington Department of Social and Health Services (DSHS), International Association of Professional Translators and Interpreters (IAPTI), Institute of Translation and Interpreting (ITI), and Federal and State courts. Many of our translators also have advanced degrees in their areas of subject matter expertise, and all possess many years of experience in the field. Additionally, Language Link has also proudly held corporate membership with the American Translators Association (ATA) since 2006.

Language Link aims to provide the highest quality of service to our customers. We are committed to exceeding our customers' expectations the first time and every time, and to continually improving the effectiveness of our Business Management System. Our quality process is grounded in the requirements of our ISO 9001:2015 certification and allows us multiple levels of quality control.

Our current translation service profile is as follows:

- Over 1,850 active translation clients
- Approximately 13.4 million words translated per year

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

#### Translator Qualifications

Language Link takes great care in recruiting and retaining only the most qualified and professional translators. We provide quality services that are specific to our clients' target audiences in terms of regional dialect, culture and demographics. We maintain an extensive network of professional talent, and the industry



expertise of our in-house resources allows us to provide our clients a full suite of translation and localization solutions under one roof.

A significant factor in our ability to supply such high-quality services is through our screening processes. We only hire translators who are already experienced professionals in their field. In addition to language-specific certifications, many of our translators hold accreditations with professional associations and governmental agencies, including:

- American Translator's Association (ATA) membership and certification
- Washington Department of Social and Health Services (DSHS) certification
- Federal and State Court Interpreter certification
- International Association of Professional Translators and Interpreters (IAPTI) membership
- Institute of Translation and Interpreting (ITI) membership
- Society of Translators and Interpreters of British Columbia certification

Many of our translators also have advanced degrees in their areas of expertise and years of experience in their respective field.

Every translator must meet the following minimum qualifications:

- Native speaker of the target language;
- Educated in both the source and target languages;
- Two complete years of verified professional translation experience;
- Engaged in continuous education and seminars for translators;
- Possess a valid translation certificate, where applicable;
- Cultural competency and ability to translate complex thoughts and concepts in a manner faithful to the source material.

Once potential translators pass a preliminary screening phase, our Vendor Management Office begins gathering additional information from the linguist, including experience, areas of expertise, and software proficiencies. We then move to the testing and evaluation phase of the screening process. Before being accepted as a translator for Language Link, all potential translators must undergo trial translation testing. This is typically a document of 500 words and, depending upon the translator's stated area of expertise, may cover a variety of different topics, including technical, medical, social services, insurance, finance, legal, and education.

The potential translator is given a limited timeframe in which to complete the translation and is evaluated on their ability to meet stated deadlines. Once the trial translation is completed and returned to Language Link, it is reviewed and evaluated by one of our experienced senior linguists. The evaluation assesses spelling, grammar, tone and style, word usage, and reading level, in addition to assuring that the meaning of the source document is captured and maintained in the translation.

Translators whose trial translations are deemed acceptable are entered into our database as "active" and are eligible to be selected for projects based on their qualifications and area of experience. Our network of translators includes those with expertise in technical fields such as medical, social services, legal, and education. The majority of our translators were raised in countries where the target language is the primary language spoken. They are familiar with the customs and culture of their communities, and as language professionals, are attuned to the cultural nuances between countries and cultures. They are engaged in



continuous education and are evaluated through our vigorous quality control processes and feedback from our clients.

Language Link maintains a fully staffed Vendor Management Office that is wholly dedicated to recruiting and vetting qualified translators. We are continually adding to our pool of resources, and have the capacity and ability to recruit and test new qualified talent quickly according to the language needs of our clients and the communities they serve. We utilize a number of resources to recruit qualified linguists, including state interpreter lists, industry organizations, LinkedIn, and through our own website.

As is industry standard, Language Link utilizes a mix of employee and independent contractors to provide 24x7x365 access to over 300 languages and dialects. Interpreters who are independent contractors are thoroughly vetted and approved through our internal testing and appraisal process. They must also abide by all of our confidentiality standards and the Interpreter Code of Ethics and Conduct.

#### Key Staff

In addition to our robust pool of qualified translators, the following individuals will be involved in overseeing your account and the service provision process. They are critical to facilitating the translation process and overseeing all aspects of your project, providing high quality service, and maintaining a consistently high fulfillment rate.

Dan Nelson, President – Dan is responsible for oversight of operations and technical execution tracking, monitoring, and control. He ensures operations meet contractual and internal quality requirements and standards. Dan joined Language Link in 2006 as the Director of Information Technology, and then added management of the Interpretation Division to his duties in 2013, and then the Translation Division in 2014. Dan has almost 20 years of IT experience and extensive experience in analyzing and streamlining business processes through management and technology.

Justin Paukert, Translation Division Manager – Justin is responsible for our Account Services (Quotes) Team, Project Management Team, Quality Assurance, and Professional Services (Production) Group. His team takes translation projects to the next level by working directly with customers to help them navigate the translation process, and to address their needs in a holistic and comprehensive way. Justin has been with Language Link since 2010. He began as our Translation Division's Quote Manager and quickly grew into a project management role. He was the lead Project Manager for the California Secretary of State Voter Information Guide in the November 2014 and 2016 general elections. Today, he manages the entire Translation Division and will oversee all aspects of your projects, in close collaboration with his team.

Sarah Dretske, Project Management Office Manager – Sarah has been with Language Link since 2016 and manages our team of experienced project managers, our Quality Assurance team, and our Account Services Group. Sarah works closely with the Translation Division Manager, internal colleagues and stakeholders, our linguistic teams, and our customers to consistently deliver exceptional translations.

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

Language Link has a long and successful history of serving county-level government and public sector agencies, including those in Oregon and the broader Pacific Northwest. Some Oregon and Washington-based public entities we have provided translation services to in the past five years include:



- Cowlitz County
- Grays Harbor County
- King County
  - o Department of Natural Resources and Parks
  - o Department of Public Health
  - o Equity and Social Justice
  - o Hazardous Waste Program
  - Medical Examiner's Office
- Kittitas County DD Program
- Klickitat County Health Department
- Marion County Health Department
- Snohomish County
  - Executive Office
  - Prosecutor's Office
- Washington County Office of Community Development
- Yakima County Courts

We have translated a variety of content for these clients, including (but not limited to) surveys, brochures, fliers, letters, reports, notices, guides, handbooks, and other publications.

Additionally, we have previously provided transcription services to Clackamas County, and have more recently provided translation services to Clackamas Community College.

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

Language Link agrees to the provisions pertaining to translation services set forth in Section 3 (Scope of Work). For details not included elsewhere in this proposal:

- <u>Invoicing</u>: Our dedicated Client Relations and Billing teams will work with you to set up your account precisely to your specifications, so we can get you the exact information you request on your invoices and reports. Language Link is able to set up parent-child relationships between accounts for billing and organizational purposes. Costs and usage by language are provided with our invoices, which are typically issued as each individual project is completed. Each invoice includes an itemized breakdown of each task and associated word count by language, along with any minimum fees and total charges. Customized reporting and billing is available by request. We consider this an important part of customer service and are accustomed to working with customer specifications once a contract is signed.
- <u>Certifications</u>: There are no state medical or legal certifications for companies; state-level medical and legal qualifications are provided at the linguist level. Language Link as a company is an ISO 9001:2015certified provider and holds corporate membership with the American Translators Association (ATA).
- <u>Work Schedule:</u> Standard office hours are 8:00 am 5:00 pm Pacific Time. After-hours and weekend services can be made available with advance notice.
- <u>Location of Work:</u> Translation services are to be completed remotely.
- <u>Background Checks:</u> Language Link performs background checks on all employees and independent contractors that will be working with the company. We strictly adhere to this policy. Our standard background check includes the following, at minimum:
  - SSN Verification and Address History



- National Criminal Database Search
- National Sex Offender Search
- o Re-verification of criminal records
- o Alias names
- <u>Insurance:</u> These requirements are met.

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

Language Link is unique in that we tailor our services to meet our customers' needs, rather than providing a one size fits all solution. We will work closely with you to create processes and procedures that best serve you and your customers. Furthermore, we work with only the most qualified linguists, ensuring that your projects are translated with the utmost care and professionalism.

Partnering with Language Link provides you with the following advantages:

- Access to an ISO 9001:2015-certified language service provider with decades of experience;
- Teams of translators who possess the skills, experience, and cultural competency to provide you with the highest quality of service;
- Turnaround times that meet your schedule and need for expedited requests;
- Prompt provision of quotes for your translation projects that contain detailed information, including agreed-upon timelines and final project deliverables;
- Experience working with a variety of source material, including Microsoft and Adobe products;
- Ability to accommodate both standard and expedited requests in a wide range of language pairs and across many subject areas, including technical and non-technical content;
- A long and successful history of partnering with county-level government agencies;
- Qualified teams that are deeply committed to our customers' success, and who will make every effort to ensure you are satisfied with the services we provide.

#### Scope of Work

Proposers are required to attach Section 6 (see below), 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.

Please see the following page for a list of proposed translation rates.

Expedited (rush) rates will be provided based on the nature of the project and desired turnaround. Expedited processing is available in most instances when required by the client. Rush pricing is added to projects where, because of the deadline requirements, we would generate additional costs to deliver the projects on time. Rush charges usually range between 25% and 50% of the cost for standard turnaround.

Language Link provides translation services in well over a hundred languages. Additional languages can be quoted upon request, for those without rates provided as a part of this RFP.



## Section 6 Rate Schedule

Name of Firm/Individual:	Corporate Transla	ation Services,	LLC dba Language Link
Certification(s):   Medical	☑ Legal	☑ General	☐ American Sign Language
Days/Hours of availability:	Standard Hours	are 8:00 am - 5	5:00 pm Pacific Time.
Are you willing to accept lo	ng term assignment	Yes Yes	·
Are you willing to perform	third party billing?	☐ Yes ☒ No	*Up for discussion depending on what this entails. We can and will bill for individual County agencies for instance.
Please attach all current cert certifications for their staff	• •	-	ividual. Firms may be required to provide

	Rates				
Language	In person	Telephonic	Video	Translation  Transcription	
American Sign Language	2.11	214		n/a	
Acholi – Uganda, Sudan	E				
Afrikaans – South Africa, Namibia	^			\$0.20/word	
Akan – Ghana, Ivory Coast					
Akateko – Guatemala					
Albanian – Albania			0	\$0.20/word	
Algerian Arabic – Algeria				\$0.15/word	
Amharic – Ethiopia				\$0.18/word	
Arabic – Widely Distributed				\$0.15/word	
Armenian – Armenia				\$0.23/word	
Ashanti (Asante Twi) – Ghana					
Assyrian – Iraq					
Azerbaijani – Azerbaijan				\$0.15/word	
Azorean Portuguese – Azores Islands				\$0.21/word	
Bahnar – Vietnam					
Bahasa Indonesia (Indonesian) –Indonesia				\$0.16/word	
Bambara – Mali					
Belarusan – Belarus				\$0.17/word	
Bengali – Bangladesh, India			Y-	\$0.15/word	
Bosnian – Bosnia & Herzegovina	9			\$0.18/word	
Brazilian Portuguese – Brazil				\$0.16/word	
Bulgarian — Bulgaria			44	\$0.16/word	
Burmese – Myanmar (former Burma)				\$0.16/word	
Cambodian (Khmer) – Cambodia				\$0.20/word	

#### \$0.20/word

Cantonese – China	V			see Chinese
Languaga	In	Tolombonia	Video	Two magazintis
Language Cape Verdean (Portuguese Creole) – Cape Verde	person	Telephonic	video	Transcription
Catalan – Andorra, Spain	1	1		\$0.20/word
Cebuano – Philippines				\$0.20/word
Chaldean – Iraq		1		\$0.10/WOFU
Chamorro – Guam		1		\$0.50/word
Chaozhou (Teochew) – China		1		see Chinese
Chin – Myanmar (former Burma)				See Chinese
Chinese (var. languages/dialects) – China		1	\$0	.16 Simp. \$0.20 T
Chuukese (Trukese) – Micronesia			ψ0	\$0.42/word
Croatian – Croatia	9			\$0.20/word
Czech – Czech Republic				\$0.20/word
Danish – Denmark				\$0.20/word
Dari (Afgan Farsi) – Afghanistan				\$0.26/word
Dene – Canada				\$5.10/ WOIL
Dewoin – Liberia				1
Dinka – Sudan		1		
Duala – Cameroon				
Dutch – Netherlands	0			\$0.18/word
Egyptian Arabic – Egypt				\$0.15/word
Estonian – Estonia				\$0.33/word
Filipino (Tagalog) – Philippines				\$0.21/word
Finnish – Finland				\$0.32/word
Flemish – Belgium				\$0.18/word
French – Africa, Canada, France, Tunisia,et al.			\$0.1	8 Afr. \$0.21 Can
French Creole – Caribbean	,		4302	
Fukienese – China				see Chinese
Fulani (Fulfulde, Fula) – Cameroon, Niger,				\$0.20/word
Nigeria, Senegal				
Fuzhou – China				see Chinese
Ga – Ghana	1			
Gen (Mina) – Togo, Benin				
German – Germany				\$0.18/word
Gokana (Khana) – Nigeria				
Greek – Greece				\$0.18/word
Gujarati – <i>India</i>				\$0.13/word
Haitian Creole – <i>Haiti</i>				\$0.32/word
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				\$0.26/word
Hungarian – Hungary				\$0.16/word

Hakka – China	V			see Chinese
Ļ	In	T. 1 .	<b>37.1</b>	TT
Language Hausa – Niger, Nigeria	person	Telephonic	Video	Transcription
Ibo (Igbo) – Nigeria	/			60.20/
	-	-		\$0.20/word
Ilocano – Philippines		1		\$0.25/word
Hebrew – Israel		1		\$0.16/word
Hindi – India				\$0.15/word
Indonesian (Bahasa Indonesia) – Indonesia				\$0.16/word
Iraqi Arabic – Iraq	-			\$0.15/word
Italian – Italy				\$0.20/word
Japanese – Japan				\$0.20/word
Jarai – Vietnam				
Javanese – Indonesia				
Jordanian Arabic – Jordan				\$0.15/word
Juba Arabic – Sudan				
Kanjobal (Q'anjob'al) – Guatemala				
Kannada – India				
Kapampangan – Philippines				
Karen (Pa'o, S'gaw) – Myanmar (former Burma)				\$0.21/word
Kayah – Myanmar (former Burma)	(			
Khmer (Cambodian) – Cambodia				\$0.20/word
Kinyarwanda – Rwanda				\$0.52/word
Kirundi – Burundi				\$0.34/word
Koho – Vietnam				
Korean – Korea				\$0.18/word
Kpele – Guinea, Liberia				φοιίο, word
Kurmanji (Northern Kurdish) – Turkey				\$0.18/word
Kuawaiti Arabic – Kuwait				\$0.15/word
Lao – Laos				\$0.18/word
Latvian – Latvia		1		\$0.16/word
Lebanese Arabic – Lebanon	-	1		\$0.15/word
Lingala – Congo, Republic of the	1.			\$3120, 1101 tt
Lithuanian – Lithuania	-			\$0.15/word
Luganda – Uganda				ψυ.15/ ₩υΙα
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) –Somalia	17			
Macedonian – Macedonia				\$0.15/word
Malay – Malaysia				\$0.15/word
·				
Malayalam – India				\$0.15/word
Malinke – Senegal				
Mam – Guatemala	Y.			

Mandarin – China	V			see Chinese
	In		T71 T	
Language Mandings (Mandings) Consul	person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal	1	1		
Marathi – India	-	-		\$0.26/mand
Marshallese – Marshall Islands		1		\$0.36/word
Mayan [Akateko, Kanjobal] – Guatemala, Mexico	1	1		\$0.25/word
Mien – China, Laos, Thailand		1		50.23/Word
Mina (Gen) – Togo, Benin				-
Minangkabau – Indonesia	-	-		-
Mixteco Alto – Mexico		-		-
Mixteco Bajo – Mexico		-		
Mnong – Vietnam				
Mongolian – Mongolia		-		\$0.23/word
Moroccan Arabic – Morocco				\$0.15/word
Nahuatl – Mexico				
Navajo – U.S.A. (Southwest)				
Nepalese – Nepal, India				\$0.16/word
Nuer – Sudan				\$0.27/word
Oromo – Ethiopia				\$0.35/word
Palestinian Arabic – Israel, Jordan	1			\$0.15/word
Pangasinan – Philippines				
Papiamento – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan	la e			\$0.16/word
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan	91			\$0.13/word
Russian – Russia				\$0.15/word
Samoan – Samoa				\$0.24/word
Polish – Poland	1			\$0.16/word
<b>Portuguese</b> – <i>Portugal</i> , <i>Brazil</i> , <i>et al</i> .			\$	0.16 Bra. \$0.21 P
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki — Pakistan, India				ii ii
Serbian – Serbia, Montenegro				\$0.16/word
Serbo-Croatian – Balkans				
Shanghainese – China				see Chinese
Sichuan (Szechuan) – China	3			see Chinese
Sinhalese – Sri Lanka				\$0.18/word
Slovak – Slovakia				\$0.26/word
Somali – Somalia				\$0.18/word
Soninke (Serahule) – Mali				\$0.58/word
Sorani (Central Kurdish) – Iraq				\$0.18/word

Spanish – Spain, Latin America, et al.	V		\$	0.18 Eur. \$0.13 L
Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – Sudan				\$0.15/word
Susu — Guinea		1		- 8
Swahili – Kenya, Somalia, Tanzania,				\$0.37/word
Swedish – Sweden				\$0.23/word
Syrian Arabic – Syria				\$0.15/word
Tagalog (Filippino) – Philippines				\$0.21/word
Tai Dam – Vietnam				
Taiwanese – Taiwan				see Chinese
Tamil – <i>India</i>				\$0.28/word
Telugu – <i>India</i>				
Teochew (Chaozhou) – China				see Chinese
Thai – Thailand				\$0.27/word
Tibetan – China				\$0.16/word
Tigrigna (Tigrinya) – Ethiopia,	19			\$0.42/word
Eritrea				
Toishanese – China				see Chinese
Tongan – Tonga				\$0.33/word
Trukese (Chuukese) – Micronesia				\$0.42/word
Tunisian Arabic – Tunisia				\$0.15/word
Turkish – Turkey				\$0.23/word
<b>Twi –</b> Ghana	8			\$0.23/word
Tzotzil – Mexico				
Ukrainian – Ukraine	3			\$0.16/word
Urdu – Pakistan, India				\$0.23/word
Vietnamese – Vietnam				\$0.25/word
Wolof - Senegal				\$0.21/word
Xhosa – South Africa				
Yemeni Arabic – Yemen				\$0.15/word

#### Provide detailed project approach to execute these services.

Initiating a new project with Language Link is quick and easy. Work orders are initiated by sending a request to quotes@language.link, which are processed by our Account Services Group (ASG) upon arrival. ASG will review the project files, assess client specifications, and establish a timeline for completion. If pricing has not been previously established with a client, a quote will be provided within 24 hours for the client's approval. We are able to accommodate expedited requests should the customer require delivery in a shorter timeframe.

Our project managers will begin each project by reaching out to you and ensuring that we have a clear understanding of the meaning and intent of your original content before beginning translation. Each translation is completed by a fully-qualified linguist, and reviewed by an equally-qualified editor. After the translation is finalized, it will pass through our quality assurance team, who will use both their experience and specialized software to look for any anomalies or issues in the text. If any errors are found, or if the QA team has any questions, the file is returned to the translator to resolve. Our QA team then ensures that all required edits were made appropriately, and the translation is passed onto our desktop publishing department.

Language Link's Professional Services Group (PSG) operates as a full-time, in-house desktop publishing department. PSG formats each finalized translation to match its corresponding source file, while also being sensitive to the needs of target audiences. Our qualified team has extensive experience working with an array of file formats and applications, including Adobe and Microsoft products, and regularly produces forms, brochures, flyers, assessments, reports, articles, graphics, tables, and other content in a variety of languages.

After the translation is formatted, our QA team completes a secondary review of the formatted file to confirm that the formatted translation is an exact match to the source English file. Should any additional issues or anomalies be found, they are corrected and then confirmed. Finally, the project manager will do a third round of review on your translated content before it is delivered to you, ensuring that all your specifications and preferences have been met and accounted for, including headers and footers, page sizes, and fonts.

You and the success of your project are our top priority. We ensure that all translations are accurate and consistent by closely adhering to our established translation and quality process. We work only with linguists who have a proven track record of providing quality, accurate, timely translations. We also carefully adhere to your specifications and carefully review and re-review all files before they are delivered to you.

Your lead project manager will be your main point of contact, and will be ready to assist you however and whenever needed. Our team is here to ensure that all aspects of your project run smoothly. Should you ever have questions about the translations you receive, your project manager will provide you with answers quickly. Our project managers partner closely with our linguists, working with them to ensure you receive the information you request and that all concerns are addressed and resolved to your satisfaction.

Your account will be serviced by a team of professionals dedicated to your success. Our Account Services Group will ensure that your translation projects are quoted accurately, and our project management and production teams will complete and deliver your translations on time and per your requirements. Our Accounting team is always available to answer any invoicing or billing questions you may have.

Our proprietary in-house translation software allows us to efficiently and effectively track thousands of accounts and all of their associated preferences and specifications, as well as all of our translators, their skillsets, and certifications. Producing quality translations is the most important part of what we do, and our project managers, translators, editors, formatters and quality assurance analysts are singularly focused on ensuring that we provide our customers with only the highest quality service possible.



A BIG LANGUAGE COMPANY

We routinely employ various tools in our translation process, including glossaries and style guides. We encourage our clients to partner with us in the creation of their glossaries, which are then shared with all members of the project management, translation, and quality assurance teams. We strictly adhere to our client's glossaries and style guides, and engage in conversation with our customers in any cases where predetermined glossary terms seem less than ideal for use in any particular translation.

Each account is assigned a dedicated project manager who oversees the translation process, setting deadlines and facilitating file deliveries in accordance with the client's specifications. The project manager will notify your agency by electronic mail of project completion. Any communications containing confidential information are relayed via encrypted electronic mail. Translated files are returned in the same format as the original unless specified.

Language Link maintains a Customer Feedback Service Level Agreement, which includes 24-hour complaint response and 72-hour complaint resolution. Within the first 24 hours of receiving feedback, our teams are reviewing records and deliverables to gather information. They then contact all parties involved to gather additional information as needed. Once the relevant information has been gathered, we will decide on a course of action and follow up as quickly as possible with our customer. Our response is thorough and includes research, outcome, and a resolution for the future, reducing the possibility the complaint occurs again.

#### Provide a timeline for your services

Turn-around times can vary on a project-by-project basis. We carefully set its turnaround times based on the scope of work involved with each project. Our clients frequently share that we exceed their expectations with regards to turnaround times—even under urgent and pressing business needs.

To establish a turnaround time, we will first review materials carefully to understand the project details and business requirements. BIG's adherence to turnaround times is crucial for a project to be considered successful. As such, deadlines are treated as part of our service level agreement (SLA). The main drivers that influence turnaround times are word count, language pair, subject matter, and formatting. Projects with large word counts, rare language combinations, complex or research intensive content and specialized file formats would thus result in a longer turnaround time than would a smaller word count in a more common language combination on relatively simple file formats or subject matter.

Language Link follows a strict process to ensure that all translations are delivered according to projected timelines, exactly to your specifications. The following is a summary of our quality assurance process and standard project workflow, from inception to completion.

#### STEP 0: ASG Review

Incoming work orders are processed by our Associate Sales Group (ASG) upon arrival. ASG will assess the work order, review project files, establish a timeline, and provide pricing for the client's approval within 24 hours. Once approved, the project will be sent to its dedicated Project Manager. If pricing has been previously established with a client, the project may move to straight to project review before receiving a quote.

#### STEP 1: Project Review

The Project Manager (PM) scopes the entirety of the project including timeline, file inventory, glossaries (if applicable), and deliverables, and assesses each batch of new content as it becomes available. The PM will reach out to you with any questions or points of clarification as needed throughout the lifecycle of the project.



#### STEP 2: Template Building/Preparation

We will build templates from the documents we receive from you that will allow us to flow translated content directly into the files, while maintaining their formatting. This step saves both time and expense.

#### STEP 3: Glossary Development

We will work with you to ensure that we have your most up-to-date glossary and style guide for each language. These will be shared with all staff, translators, editors and our Quality Assurance team to ensure consistency throughout your content in all languages.

#### STEP 4: Translation

The PM places the source material for translation with an experienced linguist who is qualified to work on your content. Language Link only utilizes translators who are native speakers of the target language. If requested by the client, linguists will also be selected according to dialect or regional variety.

#### STEP 5: Translation Editing

All initial translations are reviewed by a second, equally qualified native-speaking editor to ensure the quality of the translation.

#### STEP 6: Translator Review

Once the editor has reviewed the initial translation, it is sent back to the original translator to be finalized.

#### STEP 7: Linguistic Quality Assurance

All translations then undergo an intensive round of quality assurance review, ensuring that:

- Appropriate glossary terms were used
- Consistent translations were used throughout the project
- Language-specific conventions have been followed
- There are no anomalies or apparent errors in the text

#### STEP 8: Formatting

Our Design and Development team precisely formats each finalized translation to match the source material, while also being sensitive to the needs of your target audience and your format requirements.

#### STEP 9: Formatting Quality Assurance

The Quality Assurance team reviews all documents a second time to ensure that:

- The layout matches the source language document
- Correct fonts have been used
- Headers and footers are consistent with the source language document
- Proper names are spelled correctly
- Page fidelity has been maintained as requested, and that the text flows correctly
- Margins, graphics, and positioning of text are correct and appropriate

#### STEP 10: Final Check/Delivery

The PM will gather all final deliverables, verifying that they meet all of your original specifications. The Project Manager will also ensure that the layout, page numbers, proper names and other details match the source document as requested, and deliver them to you by the required deadline.



#### Fees

Please see the previously-included Section 6 form for a list of translation fees. Some additional notes and specifications regarding pricing:

- There is a \$70.00 minimum for all languages.
- Chinese is quoted based on whether they use Traditional or Simplified characters for written translation.
- French rates are split between African (\$0.18/word), Canadian (\$0.21/word), and European (\$0.21/word).
- Portuguese rates are split between Brazilian (\$0.16/word) and Portugal/European (\$0.21).
- Rates for additional languages are available upon request when the need arises. We have provided rates for the most popular languages as a part of this submission.
- Expedited rates will be provided based on the nature of the project and desired turnaround. Rush pricing
  is added to projects where, because of the deadline requirements, we would generate additional costs to
  deliver the project on time. Charges usually range between 25% 50% of the cost for standard turnaround.

#### References

Feel free to contact any of the below contacts who have offered to be references for our organization.

**Client:** King County Library Systems

Contact: J. Tarner

Address: 960 Newport Way NW

Issaquah, WA 98027

**Phone:** (425) 369-3272 **Email:** <u>itarner@kcls.org</u>

**Dates:** 2004 – present; regular long-term client.

Client: Colorado Dept. of Labor and Employment

**Contact:** Jessica Hudgins Smith

Address: 633 17th St

Denver, CO 80202

**Phone:** (720) 830-6465

**Email:** <u>jessica.smith@state.co.us</u>

**Dates:** June 2021 – present; regular client within the past 36 months.

Client: Midwest Transplant Network

Contact: Jessica Cleary Address: 1900 W 47th Pl

Suite 400

Westwood, KS 66205

**Phone:** (913) 261-7330 **Email:** jcleary@mwtn.org

**Dates:** 2007 – present; regular long-term client.

