

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DAMA COMMUNICATION SERVICES LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 19, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Dama Communication Services LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State") entered into Contract No. ADSP013-051021, dated July 3, 2013, and amended on May 26, 2015 (collectively, the "State Contract"), for the Contractor to provide statewide foreign language interpretation and translation services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Contractor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with foreign language interpretation and translation services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 2, 2016 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any

price adjustments approved as part of the State Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the State Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$1,500.00 for the Services at the unit rates set forth in the State Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$4,500.00.

4. Payments. The Town shall pay the Contractor monthly for Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the

Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the State Contract and

invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady E. Miller, Town Manager

With copy to:           GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor: Dama Communication Services LLC  
80 West Encanto Boulevard  
Phoenix, Arizona 85003  
Attn: Damarys Lacayo-Salas

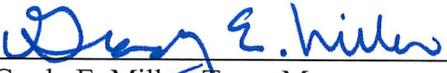
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On June 2nd, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

DAMA COMMUNICATION SERVICES LLC,  
an Arizona limited liability company

By: *Damarys Lacayo-Salas*

Name: *Damarys Lacayo-Salas*

Title: *Manager/Owner*

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On *May 23*, 2016, before me personally appeared *Damarys Lacayo-Salas*, the *manager/owner* of DAMA COMMUNICATION SERVICES LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

*Dailany Gascon*  
Notary Public

(Affix notary seal here)

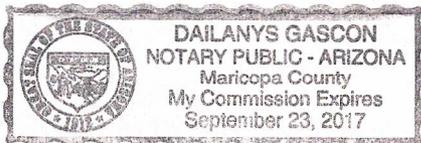


EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DAMA COMMUNICATION SERVICES LLC

[State Contract]

See following pages.



# Contract Amendment

Contract No.: ADSPO13-051021

PAGE  
1 OF 1

Amendment: Contract Extension

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**

Dama Communication Services LLC  
80 W. Encanto Blvd.  
Phoenix, AZ 85003-1109

CONTACT: Damarys Lacayo-Salas  
PHONE: (602)716-5858  
EMAIL: damarys@damatranslations.com

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

CONTACT: David Gonzales  
PHONE: (602) 542-9139  
EMAIL: David.Gonzales@azdoa.gov

### Statewide Foreign Language Interpretation and Translation Services

- Section 1.2, Contract Extension** (Sole Option), in the SPECIAL TERMS AND CONDITIONS, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from 7/3/2015 to 7/2/2016.
- Section 1.5, Eligible Agencies**, of the SPECIAL TERMS AND CONDITIONS, has been replaced in its entirety with the following clarifying language:

**1.5. ELIGIBLE AGENCIES (STATEWIDE)**

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

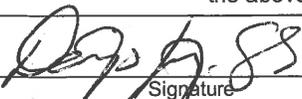
Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

- Section 13.2 of the SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS.** A new Certificate of Insurance shall be submitted for the second Term of the contract through July 1, 2016.
- All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

 05-19-2015  
Signature Date

 5/20/15  
Signature Date

Damarys Lacayo-Salas  
Manager/Owner  
Printed/Typed Name and Title

David Gonzales  
Sr. Procurement Officer  
Printed/Typed Name and Title



# Request for Proposal

PAGE  
1  
  
OF  
31

State of Arizona  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

## Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**



# Request for Proposal

PAGE  
2

Description: Statewide Foreign Language Interpretation and Translation Services

**State of Arizona**  
**State Procurement Office**  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

## Table of Contents

Offer and Acceptance Form.....	3
Scope of Work .....	4
Special Terms and Conditions.....	8
Uniform Terms and Conditions.....	24

**The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:**

SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSPO13-00002842

All Solicitation Attachments and Exhibits

PRICING (all pricing is contained within the line items in ProcureAZ)

CONTRACTORS FINAL PROPOSAL DOCUMENTS (Submitted in response to solicitation ADSPO13-00002842 and *included by reference, attached in ProcureAZ*)

SOLICITATION ADSPO13-00002842 AS AMENDED INCLUDING ALL ATTACHMENTS AND EXHIBITS



# Offer and Acceptance

Contract No.: ADSP013-051021

PAGE  
3

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
53

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

## OFFER

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

94-3371409

E-mail: damarys@damatranslations.com

Phone: 602-716-5858

Fax: 602-252-3408

Dama Communication Services

Company Name

80 W. Encanto Blvd.

Address

Phoenix, AZ 85003

City

State

Zip

Damarys Lacayo-Salas

Signature of Person Authorized to Sign Offer

Damarys Lacayo-Salas

Printed Name

Manager / Owner

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP013-051021

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona  
Awarded this

3rd day of July 20 13

Procurement Officer

	<b>Scope of Work</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Description:	Statewide Foreign Language Interpretation and Translation Services	

## 1. INTRODUCTION

The State of Arizona Department of Administration, State Procurement Office (State) is seeking to enter into contracts with qualified foreign language interpreters and translators to provide services for the State of Arizona, its Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (collectively herein referred to as Eligible Agencies). The State requires various types of in-person and over-the-phone interpretation services as well as document translation services. These services take place in a variety of business, court/legal, community, public service, and medical settings throughout the State of Arizona.

## 2. GENERAL REQUIREMENTS

The Contractor shall provide interpreters and/or translators with the education and expertise required by the specific situation. Interpreters and/or translators under this contract shall be classified according to their education and skill level. Contractor shall indicate the knowledge and skill level of all key personnel under this contract and provide appropriate documentation of the specialty stated (as applicable) on Attachment III.

- 2.1 **Certified Interpreters and/or Translators:** A certified interpreter and/or translator shall be recognized as an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter's examination, or an examination administered by a State Court, or University accredited by the United States. The Contractor shall indicate years of experience (including government experience) on Attachment III.
  - 2.1.1 **Specialties:** An eligible agency may require special interpretation and/or translation skills including, but not limited to, medical, scientific, legal, or educational terminology. Contractors shall specify on Attachment III the special skills each interpreter can provide. All special terminology shall be available at the standard hourly rate. Eligible agencies shall indicate if any special skills are required at time of request.
  - 2.1.2 **Qualified (Non-Certified) Interpreters and/or Translators:** A Qualified (Non-Certified) interpreter or translator is an individual who is able to interpret/translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A Qualified (Non-Certified) individual shall possess competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language. Education and experience requirements when hiring a Qualified (Non-Certified) interpreter and/or translator shall be indicated in paragraph 2.1 Personnel Assessments, in Attachment I.
- 2.2 **Standard Personnel Behavior Policies** – The Contractor and assigned personnel shall conform in all respects to the applicable work policies, standards, procedures, rules and regulation of the Eligible Agencies for which services are performed. The Contractor shall have policies in place concerning code of ethics/code of conduct for interpreters to follow. Contractor must be able to provide any applicable policies, as requested by an eligible agency, within ten (10) business days.
  - 2.2.1 All Contractors providing translating services shall comply with the American Translators Association Code of Ethics and Professional Practice ([http://www.atanet.org/membership/code\\_of\\_ethics\\_commentary.pdf](http://www.atanet.org/membership/code_of_ethics_commentary.pdf)).
  - 2.2.2 For services provided in a health care setting, the Contractor and assigned personnel shall follow the National Standards of Practice for Interpreters in Health Care issued by the National Council on Interpreting in Health Care (<http://www.ncihc.org/ethics-and-standards-of-practice>).
  - 2.2.3 For services provided in a court/judicial setting, the Contractor and assigned personnel shall follow the Code of Ethics and Professional Responsibilities issued by the National Association of Judiciary Interpreters & Translators (<http://www.najit.org/about/NAJITCodeofEthicsFINAL.pdf>) and/or the Code of Ethics issued by the Arizona Court Interpreters Association ([http://www.aciaonline.org/forms/ACIA\\_CODE\\_OF\\_ETHICS.pdf](http://www.aciaonline.org/forms/ACIA_CODE_OF_ETHICS.pdf)).
- 2.3 **Initial Service Request**

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 5
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF

- 2.3.1 *Response Times:* The Contractor shall respond to requests for service made by an eligible agency within 24 hours. The eligible agency shall make an attempt to schedule service with more than two (2) business days advance notice when circumstances permit. On an emergency basis, the eligible agency may call the same day the services are required. The Contractor shall state, at the time of order, when an interpreter will be made available to the eligible agency.
- 2.3.2 *Cancelations:* Eligible agencies may reserve the right to cancel an order, without penalty or charge, providing the eligible agency notifies the Contractor 24 business hours prior to assignment for Spanish interpretation and 48 business hours prior to assignment for all other languages. If the eligible agency fails to give the Contractor sufficient notice of cancellation, the eligible agency shall pay the Contractor for two (2) hours of service in accordance with the rates contained in ProcureAZ.
- 2.3.3 At time of request for services, the eligible agency shall identify the specific situation involved (e.g. legal, health, financial matters, artistic setting, etc.) and appropriate attire. The Contractor shall then assign personnel with the knowledge and expertise able to provide specialized interpreting service (if deemed necessary or requested). In the event of a conflict in determining the appropriate level, the eligible agency shall have final authority.
- 2.3.4 If a specific interpreter has been requested by an eligible agency and confirmed by the Contractor, or if an interpreter is on-site providing services, no substitution can be made without notification to and approval from the requesting eligible agency.
- 2.3.5 For translation services, eligible agencies are subject, but not limited, to submitting the following information:
- An approved final draft for the Contractor to translate into the requested target language.
  - An accurate count of words on the document(s) requesting to be translated.
  - The expected educational level of the audience for which the requested document(s) are being translated.
- 2.3.6 For assignments providing services within the secure parameter of prisons and/or secure settings, Contractor personnel shall be subject to a multi-step procedure by the eligible agency including a criminal background check prior to entering the facility.
- In addition to the background check, the eligible agency shall fingerprint interpreters (at the Contractor's expense) who will enter correctional facilities regularly. The eligible agency shall accept completed fingerprint cards performed by local police departments. The Department of Corrections and the Department of Juvenile Corrections may produce an identification card for the interpreter(s). The identification (I.D.) card shall be worn while on prison grounds.
  - The eligible agency reserves the right to deny entry to any interpreter whose conduct on previous occasions had not been appropriate in interacting with an inmate population.
- 2.3.7 For work in settings where health information may be disclosed, the eligible agency shall require that the Contractor personnel sign and adhere to a Business Associate Agreement (Exhibit A) as needed for Health Insurance Portability and Accountability Act (HIPAA) compliance. (Exhibit A is written for specific assignments for services related to the Arizona Attorney General's Office, the Arizona Department of Economic Security, the Arizona Department of Health Services or the State Risk Management in representing the Arizona Health Care Cost Containment System. However, Exhibit A is representative of agreements other eligible agencies may use.)
- 2.3.8 Assignments providing services related to the Arizona Department of Revenue shall require the Contractor to sign the "Certification of Confidentiality Awareness Form" (Exhibit B) and adhere to specific requirements as outlined in Special Terms and Conditions.

### 3. IN-PERSON INTERPRETATION SERVICES

- 3.1 ***Modes of Interpretation*** – Contractors shall provide interpreters who are capable of providing the modes of interpretation listed below. Eligible agencies may indicate the mode of interpretation at time of request.



# Scope of Work

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
6  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

- 3.1.1 *Classic Interpreting/Long Consecutive*: For conference interpreting or in a variety of tribunal, arbitration, liaison, educational, group or business settings. The interpreter can listen to the totality of a long passage or the speaker’s comments and then reconstitute the speech with the help of notes.
- 3.1.2 *Consecutive Interpreting*: Involves a pause between language conversions; first the interpreter listens to the entire original phrase or passage, then he or she interprets it into the other language.
- 3.1.3 *Sequential Interpreting/Short Consecutive*: For most medical, social services and legal interpreting, the interpreter operates at the sentence level as opposed to working with paragraphs or entire speeches. An interpreter may ask the speaker to clarify or to repeat to ensure accuracy and completeness.
- 3.1.4 *Sight Translation*: For source material that is written, the interpreter reads the entire document before beginning the oral translation to the client.
- 3.1.5 *Simultaneous Interpreting*: Real-time interpreting; speakers talk as they normally would, without pause, as the interpreter listens to one language and speaks in the other. This service is common when the interpreter is listening with headphones in a booth and speaking to a person or into a microphone for people with headsets.

**3.2 Court/Legal Interpreter Requirements** – The following are minimum requirements that shall be met for Contractors who provide Court/Legal interpreters. Interpreters shall:

- 3.2.1 Be adept at simultaneous interpretation, which is the most frequent form of interpretation used in the courtroom, in consecutive interpretation and sight translation.
- 3.2.2 Have the ability to accurately turn the message from the source language into the receptor language without any additions, omissions or other misleading factors that alter the intended meaning of the message from the speaker.
- 3.2.3 Have knowledge and experience in the United States and Arizona legal and court systems.
- 3.2.4 Have a broad legal and court-related vocabulary base in which to work.
- 3.2.5 Be aware of the standards and practices of the courts in which the interpreter is to appear.

**3.3 Scheduling Requirements**

- 3.3.1 Interpreting services shall be billed at a rate of a minimum of two (2) hours and in ¼ hour (15 minutes) increments thereafter.
- 3.3.2 Interpreters may be required to meet with the eligible agency prior to a service request for special direction. This meeting may also allow the eligible agency and interpreter to decide if the assignment is a correct fit.
- 3.3.3 As part of the hourly rate, the interpreter is expected to arrive 15 minutes prior to the scheduled appointment or at the time designated by the eligible agency.
- 3.3.4 An interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by the eligible agency.

**4. OVER-THE-PHONE INTERPRETATION SERVICES**

- 4.1 On demand over-the-phone interpretation services are necessary and critical in assisting organizations throughout the State of Arizona. The Contractor shall provide, at a minimum, the following:
  - 4.1.1 Professionally trained and certified interpreters who shall be capable of accurately relaying information given by the eligible agency personnel.
  - 4.1.2 An established toll free calling system to receive and route calls to the appropriate interpreter available 24 hours per day, 7 days a week, including State observed holidays.

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 7	
	Description: Statewide Foreign Language Interpretation and Translation Services		

4.1.3 An efficient call routing and dispatch system in place to connect customers with the appropriate interpreter with minimal delay.

4.2 If it is anticipated that interpreter services will be needed in excess of two (2) hours for a single session, the eligible agency and the Contractor shall mutually determine if more than one interpreter shall be required, or if the same interpreter will work for the duration of the request.

## 5. TRANSLATION SERVICES

5.1 Document translation services shall be provided for various tasks, such as general correspondence, technical or scientific materials, high level study materials, legal documents, forms, booklets, pamphlets, A/V materials, etc.

5.2 The following are requirements for editing, proof reading and publishing of translated documents:

5.2.1 Contractor shall review each translation prior to delivery to the eligible agency to ensure that the translated document is linguistically accurate and consistent with the formatting and technical specifications of the original document. The project will not be considered complete if any inaccuracy or inconsistency is found.

5.2.2 Contractor shall correct, at no cost to the eligible agency, any errors in formatting or translation identified by the eligible agency. Costs associated with mass duplication of translated documents, which are found to be materially inaccurate after mass duplication, will be the responsibility of the Contractor.

5.2.3 In the instance that a Contractor does not understand a phrase/word/technical term or if the Contractor has any questions regarding the document to be translated, the Contractor shall immediately contact the eligible agency for any clarifications.

5.2.4 For all assignments, the Contractor shall return all original documentation to the requesting eligible agency.

5.3 The Contractor shall be capable of receiving documents by facsimile, e-mail or other electronic means (i.e. PDF, standard word processing languages, etc.), U.S. Postal Service (USPS) or courier delivery.

5.4 Eligible agencies may request to review translation examples prior to the release of an initial service request. Contractors shall submit samples of final translated documents as requested by an eligible agency.

5.5 Turnaround time for standard written translations shall not exceed fourteen (14) days. Contractor shall indicate an estimated finish date of the final draft at time of request from the eligible agency. If a document requires special skills, considered urgent or otherwise critical to the eligible agency, the agency and Contractor may agree upon an acceptable delivery time.

5.6 Translation services shall be billed with a 300 word minimum. For billing purposes a word shall be defined as five (5) characters in the requested target language.”

	<h1>Special Terms and Conditions</h1>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 8	
Description:      Statewide Foreign Language Interpretation and Translation Services			

**1. CONTRACT ADMINISTRATION AND OPERATION**

1.1. The State’s primary contact for this solicitation and resultant contracts shall be:

Kianie R Putnam, Procurement Specialist  
 Arizona Department of Administration, State Procurement Office  
 100 N 15th Ave, Suite 201  
 Phoenix, AZ 85007  
 Email: [Kianie.Putnam@azdoa.gov](mailto:Kianie.Putnam@azdoa.gov)  
 Phone: (602) 542-9134

1.2. **Contract Extension:** By mutual agreement, this Contract may be extended for additional one-year periods or portions thereof for a total contract term not to exceed 5 years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

1.3. **Contract Modifications:** The State will reserve the right to modify this Contract as circumstances may require, without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications shall be in a formal contract amendment through ProcureAZ.

1.4. **Contract Type:** The Contract shall be Firm Fixed Price.

1.5. **Eligible Agencies:** This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes (A.R.S.) § 41-2632.

1.6. **Estimated Usage:** The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

1.7. **Non-Exclusive Contract:** The Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies’ delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

1.8. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled, or extended as otherwise provided herein.

1.9. **State Contact.** The State’s primary contact for this solicitation and resultant contracts shall be listed in the contract header information found in the State’s eProcurement System, ProcureAZ.

1.10. **Contract Document.** The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

**2. ACCURACY OF WORK**

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

**3. ADMINISTRATIVE FEE / USAGE**

3.1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
9  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

administrative fee is calculated against all State Purchasing Cooperative sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

- 3.2. Contractors shall submit a Quarterly Usage Report documenting identifying all Eligible Agencies and total dollar volumes purchased by each eligible agency during the reporting period. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and any confidentiality any request regarding the information contained in the report shall be denied. The contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.
- 3.3. The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31<sup>st</sup>  
October through December (FY Q2) – Due January 31<sup>st</sup>  
January through March (FY Q3) – Due April 30<sup>th</sup>  
April through June (FY Q4) – Due July 31<sup>st</sup>

- 3.4. Administrative fees shall be submitted to the following address:

Arizona Department of Administration  
State Procurement Office  
Attention: 'Statewide Contract Administrative Fee'  
100 N. 15th Avenue, Suite 201  
Phoenix, AZ 85007

- 3.5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 3.6. The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the Contractor to submit accurate and timely contract reports against this Contract may be cause for cancellation of the Contract.

## 4. APPROPRIATION OF FUNDS

Every payment obligation of the eligible agency under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the eligible agency or the State of Arizona in the event this provision is exercised, and neither the eligible agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 5. ARIZONA DEPARTMENT OF REVENUE (ADOR) REQUIRED TERMS AND CONDITIONS (applicable only to ADOR related assignments)

### 5.1. PERFORMANCE

	<h1>Special Terms and Conditions</h1>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Description:      Statewide Foreign Language Interpretation and Translation Services	

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the Arizona Department of Revenue. Any approved subcontracts will include and incorporate by reference this contract language.
- (5) The Contractor will maintain a list of employees authorized access. Such list will be provided to the Arizona Department of Revenue and, upon request, to the IRS reviewing office.
- (6) The Arizona Department of Revenue will have the right to void the Contract if the Contractor fails to provide the safeguards described above.
- (7) No work required by this Contract shall be performed outside of the United States of America.
- (8) The Contractor shall immediately notify the Arizona Department of Revenue if any information provided to Contractor by the Department under this Contract is lost or stolen.

**5.2. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed, shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed, shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 11	
Description: Statewide Foreign Language Interpretation and Translation Services		OF 31	

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**5.3. INSPECTION**

The Arizona Department of Revenue and the IRS shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**5.4. VIDEO AND CONFIDENTIALITY**

The Contractor shall require all employees having access to Federal Tax Information or Arizona confidential information to: (1) view the IRS Confidentiality Video titled “Safeguarding Federal Tax Information – Stop UNAX in its Tracks”; (2) read and review the Vendor Confidentiality Handout (3) sign and return the Certification of Confidentiality Awareness.

**6. CONFIDENTIALITY OF RECORDS**

The Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the Contract.

**7. CONTRABAND**

7.1. Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

7.1.1 DEFINITION - A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

7.1.2 PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
  - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or,
  - B. By knowingly conveying contraband to any person confined in a correctional facility; or,
  - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 12
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

**8. CONTRACT**

The Contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or final proposal revisions, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their final proposal revision. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

**9. CONTRACTOR CONDUCT**

The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

**10. CONTRACTOR PERFORMANCE REPORTS**

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

**11. FINGER PRINTING AND CRIMINAL HISTORY DISCLOSURE**

The provisions of A.R.S. § 46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement.

11.1. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the eligible agency and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

11.2. This Contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles, discloses that a person has committed or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

- a. sexual abuse of a minor; b. sexual abuse of a vulnerable adult; c. incest; d. first or second-degree murder; e. sexual assault; f. sexual exploitation of a minor; g. sexual exploitation of a vulnerable adult; h. commercial sexual exploitation of a minor; i. commercial sexual exploitation of a vulnerable adult; j. child prostitution as prescribed in section 13-3212; k. child abuse; l. abuse of a vulnerable adult; m. sexual conduct with a minor; n. molestation of a child; o. molestation of a vulnerable adult; p. a dangerous crime against children as defined in section 13-604.01; q. exploitation of minors involving drug offenses; r. taking a child for the purposes of prostitution as prescribed in section 13-3206; s. neglect or abuse of a vulnerable adult.

11.3. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.

**12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

12.1. State of Arizona and Business Associate agree to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ('HIPAA'), as set forth in Title 45, Parts 160 and



# Special Terms and Conditions

**State of Arizona**  
**State Procurement Office**  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
13  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

164 of the Code of Federal Regulations (the 'CFR'). In the event of conflicting terms or conditions, this Addendum shall supersede the Contract.

- 12.1.1 Definitions. Capitalized terms not otherwise defined in the Contract shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
- 12.1.2 Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ('PHI') only to the extent necessary to satisfy Business Associate's obligations under the Contract.
- 12.1.3 Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of State of Arizona, except as permitted or required by the Contract, as required by law or as otherwise authorized in writing by State of Arizona. Business Associate shall comply with the applicable provisions of:
  - (a) Title 45, Part 164 of the CFR;
  - (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ('ERISA') as amended; and,
  - (c) State of Arizona's health information privacy and security policies and procedures.
- 12.1.4 Business Associate's Operations. Business Associate may use PHI it creates or receives for or from State of Arizona only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - (a) The disclosure is required by law; or
  - (b) Business Associate obtains reasonable assurances from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
    - (ii) Notify Business Associate (who shall in turn promptly notify State of Arizona) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- 12.1.5 Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to State of Arizona's Health Care Operations.
- 12.1.6 PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of State of Arizona.
- 12.1.7 Electronic Health Information Security and Integrity. On or before April 20, 2005, Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 164.314 (a) (2) of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of State of Arizona pertaining to an individual. Business Associate shall document and keep these security measures current.
- 12.1.8 Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of State of Arizona, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR.



## Special Terms and Conditions

**State of Arizona**  
**State Procurement Office**  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
14

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
31

- 12.1.9 Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of State of Arizona to agree to at least the same obligations to protect such PHI as are imposed on Business Associate by the Contract.
- 12.1.10 Access to PHI. Business Associate shall provide access, at the request of State of Arizona, to PHI in a Designated Record Set, to State of Arizona or, as directed by State of Arizona, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in a reasonable time and manner consistent with the time and manner set forth in State of Arizona's health information privacy and security policies and procedures.
- 12.1.11 Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that State of Arizona directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of State of Arizona or an Individual, and in a reasonable time and manner consistent with the time and manner set forth in State of Arizona's health information privacy and security policies and procedures.
- 12.1.12 Accounting of Disclosures of PHI.
- (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for State of Arizona to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
  - (b) Business Associate agrees to provide State of Arizona or an individual, in a reasonable time and manner consistent with the time and manner set forth in State of Arizona's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit State of Arizona to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
- 12.1.13 Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of State of Arizona available to the Department of Health and Human Services (DHHS) or its designee for the purpose of DHHS determining State of Arizona's compliance with the Privacy Rule.
- 12.1.14 Reporting. Business Associate shall report to State of Arizona any use or disclosure of PHI not authorized by the Contract, by law, or in writing by State of Arizona of which it becomes aware. Business Associate shall make the report to State of Arizona's Privacy Official within five (5) business days after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least:
- (a) identify the nature of the unauthorized use or disclosure;
  - (b) identify the PHI used or disclosed;
  - (c) identify who made the unauthorized use or received the unauthorized disclosure;
  - (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
  - (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and,
  - (f) provide such other information as reasonably requested by State of Arizona's Privacy Official.
- 12.1.15 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.

	<h1>Special Terms and Conditions</h1>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Description:      Statewide Foreign Language Interpretation and Translation Services	

12.1.16 Termination for Cause. Upon State of Arizona's knowledge of a material breach by Business Associate of the terms of this Addendum, State of Arizona shall:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by State of Arizona.
- (b) Immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.
- (c) If neither termination nor cure is feasible, State of Arizona shall report the violation to DHHS.

12.1.17 Return or Destruction of Health Information.

- (a) Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate shall return to State of Arizona or destroy all PHI received from State of Arizona, or created or received by Business Associate on behalf of State of Arizona. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Except as provided in Section 17 (b) below, Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of the Contract to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

12.1.18 Obligation of State of Arizona.

- (a) State of Arizona shall provide Business Associate with the notice of privacy practices that State of Arizona produces in accordance with Title 45, Part 164, Subpart E, Section 164.520, as well as any changes to that notice.
- (b) State of Arizona shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) State of Arizona shall notify Business Associate, in writing, of any restriction to the use of disclosure of PHI that State of Arizona has agreed to in accordance with Title 45, Part 164, Subpart E, Section 164.522.
- (d) State of Arizona acknowledges that it shall provide to, or request from, Business Associate only the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.
- (e) State of Arizona shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by State of Arizona.

12.1.19 Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Contract shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

## 13. INSURANCE AND LIABILITY REQUIREMENTS

### 13.1 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
16  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### 13.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy ***shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the professional liability. (Note: an affirmative coverage statement such as this should be required for Human and Social Services contracts)***

a.1. ***Coverage for Sexual Molestation and Abuse must not be excluded for the entity. (Note: Alternative for contracts not requiring close physical contact/presence with adults/children)***

b. ***Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: Sexual Abuse/Molestation coverage is included. (Human/Social Services)***

b.1. ***Contractor must provide the following statement on their Certificates(s) of insurance as provided for in Part E: Sexual Abuse/Molestation coverage is not excluded. (Other Contractors)***



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
17  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

c. The sexual abuse and molestation coverage may be waived, upon approval by the State, by certifying that the Contractor, contractor's employees or any subcontractor will **NEVER** be alone with a client. The contractor shall certify this by submitting a signed statement to that affect to the Procurement Officer.

The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

d. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interests provision.

d. The Business Automobile Coverage requirement may be waived, upon approval by the State, by certifying that the Contractor, contractor's employees or any subcontractor will only use an automobile within a limited scope for purposes of commuting to and from home and work and not use a vehicle for any purpose when performing services under this contract. The contractor shall certify this by submitting a signed statement to that affect to the Procurement Officer.

## 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

## 4. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 500,000



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
18  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

Annual Aggregate \$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Contract.
  - c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
  - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the State Procurement Office and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Contractor's insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 19
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**14. INVOICING AND PAYMENT**

- 14.1 Contractor shall submit all billing notices or invoices to the Agency whose address appears on the contract release order/purchase order/task order as the 'bill to address' and should contain, at a minimum, the following information:
  - 14.1.1 Name and address of the Contractor;
  - 14.1.2 Both the Contract number and contract release/purchase order/task order number;
  - 14.1.3 The Contractor's remittance address;
  - 14.1.4 A description of services provided;
  - 14.1.5 Itemized (if applicable) and total invoice pricing.
- 14.2 Invoices shall be received by the eligible agency no later than the current month for the preceding month's contract performance.
- 14.3 In no instance shall the amount(s) being invoiced differ from the price established in the Contract and any subsequent approved written Amendments. Failure to comply with these requirements may result in a partial or total denial of payment.
- 14.4 For Over-The-Phone Interpretation, the Contractor shall submit separate invoice per requesting eligible agency. Date/time and length of call, and the purchase order number must be referenced on all invoices.
- 14.5 The eligible agency may have specific requirements concerning the invoice. The specifics may cover any or all of the following:
  - 14.5.1 Support of all hours worked by detailed time sheet which outlines the hours worked each day. If the services provided to the eligible agency entail work by the Contractor at more than one (1) area, the Agency may additionally direct the Contractor to report the number of hours worked by area.
  - 14.5.2 Receipts for all lodging and subsistence with services provided where the location is fifty (50) or more miles from the location of the Contractor's assigned personnel's primary place of business, per the State of Arizona Travel Policy (<http://www.gao.az.gov/travel/>). The Contractor must provide motel and meal receipts with the invoice. Mileage will only be allowed for the fifty (50) miles or more identified above.
- 14.6 The Contractor shall certify all invoices have been examined, and to the best of the Contractor's knowledge and belief, the reported expenditures are valid, based upon the Contractor's official and auditable accounting records (books of account) and are consistent with the terms of the Contract.

**15. KEY PERSONNEL**

- 15.1 Eligible agencies shall retain the right to interview all prospective personnel, if necessary, and to accept or reject any or all, based upon skills required and the background and experience of each individual for any given assignment. An eligible agency may request from the Contractor, a copy of the interpreter's license and/or certification at the time of confirmation of an assignment.
- 15.2 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor agrees and

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 20	
Description: Statewide Foreign Language Interpretation and Translation Services			

understands that the State's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State. The State shall not unreasonably exercise the rights reserved under this paragraph.

- 15.3 During the course of the Contract, the State reserves the right to require the Contractor to reassign or otherwise remove from the project any contractor employee(s) found unacceptable by the State. In the event any such personnel shall fail to adhere to the eligible agency's directions, regulations, or demonstrate that they are not qualified to perform the duties required, the eligible agency shall notify the Contractor who shall replace each employee or approved subcontractor with another approved personnel at no cost to the eligible agency. If a substitute interpreter is obtained, the Contractor shall reimburse the eligible agency for all costs incurred to hire an additional contractor.
- 15.4 The Contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than originally proposed and that the State's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State agrees that an approval of a substitution shall not be unreasonably withheld.
- 15.5 The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the performance of this Contract.
- 15.6 Certifications. All key personnel, when required, shall provide evidence of their certification(s) relevant to the services provided under the contract.

**16. LICENSES**

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.

**17. ORDERING**

- 17.1 **Order Acknowledgement.** Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within no more than two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances permit.
- 17.2 Services shall be scheduled as outlined in the Contract Scope of Work. However, services to be furnished under this Contract shall be ordered by issuance of purchase orders, task orders, or contract release order (orders) by the Agency. Such orders may be issued from effective date of Contract award. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall control. All orders shall cite this Contract number.

**18. PANDEMIC CONTRACTUAL PERFORMANCE**

- 18.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up-to-date list of company contacts and organizational chart. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 21	
Description: Statewide Foreign Language Interpretation and Translation Services			

Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

18.2 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within 72 hours of the request.

**19. PERFORMANCE STANDARDS**

19.1 The State relies upon the provision of services in accordance with the Contract. Therefore, while assignments are variable, the Contractor shall agree that all contractual commitments shall be met.

19.2 Performance of this Contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a Government agency or a Government Contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this Contract, would be adverse to the interests of the State or others. The Contractor shall agree that Contractor's personnel shall not divulge or release data or information developed or obtained in connection with the performance of the resultant contract, unless made public by the State, except to those authorized State personnel or upon written approval of the State.

**20. PRICING**

20.1 **Contractor Personnel (In-person Interpreter Services).** Hourly rates for Contractor Personnel Classifications shall, with the exception of travel expenses (see section 20.4, Travel), be on an all-inclusive basis, and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges. All assignments shall be charged an initial two (2) hour rate minimum with any additional required service time billed in 15 minute increments. Hourly rates shall be computed in terms of base rates, plus applicable rates for additional charges, which shall be defined as follows:

20.1.1 **Certified In-Person Interpreter Hourly Rate (for Spanish and Other Listed Languages).** The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.

20.1.2 **Certified Court/Legal In-Person Interpreter Hourly Rate (for Spanish and Other Listed Languages).** The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.

20.1.3 **Qualified (Non-Certified) In-Person Interpreter Hourly Rate (for Spanish and Other Listed Languages).** The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.

20.1.4 **In-Person Interpreter After-hour, Weekend and Holiday Percentage Base Rate Increase.** The percentage increase (applied to the rates given for the above In-Person Interpretation services) for services performed after normal business hours, on weekends or State holidays. Business hours shall be defined as Monday through Friday between the hours of 7:00 AM – 5:00 PM. Holiday charges shall apply to any State observed holidays. The base rate increase applies to all line items offered for In-Person Interpretation Services.

20.1.5 **Short Notice Percentage Base Rate Increase.** The percentage increase (applied to the rates given for the above In-Person Interpretation services) for services performed with less than two (2) business days' notice. The base rate increase applies to all line items offered for In-Person Interpretation Services.

20.1.6 **Trilingual/Relay Interpreter Hourly Rate.** The hourly rate, per interpreter, for services where a trilingual interpreter is required.

20.1.7 **Remote Video Interpretation Rate – Advance Notice (for Spanish and Other Listed Languages) (Optional).** The per-minute rate charged for services arranged in advance, by appointment with at least 48 hours' notice.



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

PAGE  
22  
  
OF  
31

Description: Statewide Foreign Language Interpretation and Translation Services

- 20.1.8 **Remote Video Interpretation Rate – On-Demand (for Spanish and Other Listed Languages) (Optional).** The per-minute rate charged for services requested on-demand, 24 hours a day, seven days per week where interpreters shall be available within 30 minutes of the initial contact.
- 20.2 **Contractor Personnel (Over-the-Phone Interpreter Services).** Rates shall be charged on a per minute, all-inclusive basis, and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges. The rates shall be defined as follows:
- 20.2.1 **Over-the-Phone Interpreter Rate (for Spanish and Other Listed Languages).** The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.
- 20.2.2 **Over-the-Phone Interpreter After-hour, Weekend and Holiday Percentage Base Rate Increase.** The percentage increase (applied to the rates given for the above Over-the-Phone Interpretation services) for services performed after normal business hours, on weekends or State holidays. Business hours shall be defined as Monday through Friday between the hours of 7:00 AM – 5:00 PM. Holiday charges shall apply to any State observed holidays. The base rate increase applies to all line items offered for Over-the-Phone Interpretation Services.
- 20.3 **Translation Services.** Rates shall be charged on a per word/minute, all-inclusive basis, and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges. Per-Word shall be defined as a word consisting of five (5) characters in the requested target language
- 20.3.1 **Expedite Charge.** The **additional** charge added to the base rate for translation services identified as needing an expedited service by the eligible agency.
- 20.3.2 **Written Translation – Written Document to Written Document (for Spanish and Other Listed Languages).** The per-word rate for the translation from one written document to another written document.
- 20.3.3 **Written Translation with Desktop Publishing (for Spanish and Other Listed Languages) (Optional) –** The per-word rate for the translation from one written document to another written document. This includes the translation of documents (brochures, flyers, pamphlets, etc.) requiring desktop publishing.
- 20.3.4 **Verbal Translation – Audio (for Spanish and Other Listed Languages) (Optional).** The per-minute rate for the translation of audio tapes, files, etc.
- 20.3.5 **Verbal Translation – Video (for Spanish and Other Listed Languages) (Optional).** The per-minute rate for the translation of video tapes, files, etc.
- 20.4 **Travel, Lodging and Meals.** Lodging and meals shall be reimbursed in accordance with the guidelines and rates established by State of Arizona Travel Policy. A copy of this policy may be located at <http://www.gao.az.gov/travel/>. The Contractor shall itemize travel costs and will be paid upon receipt of a properly documented invoice. The Contractor **MUST** submit receipts for all requested travel costs. Travel time may be authorized or paid under this Contract as part of the eligible travel costs.
- 20.4.1 **Travel Rate.** The Contractor shall be expected to have their personnel provide their own transportation to and from the location of service. Eligible travel costs will be allowable on each assignment where the assignment location is **greater than 50 miles from the personnel's primary place of business or last work assignment**, as agreed to in advance by the Contractor and eligible agency. Eligible travel costs shall begin from the personnel's primary place of business. Eligible expense shall end when the traveler returns to the primary place of business. All travel costs shall be reimbursed in accordance with the base rate offered by the Contractor in the corresponding ProcureAZ Line Item.

## 21. PRICE INCREASE

	<b>Special Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 23	
Description: Statewide Foreign Language Interpretation and Translation Services			

The State Procurement Office may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of the Contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the Contract extension.

**22. PRICE REDUCTIONS**

Price reductions may be submitted to the State for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The State, at its own discretion, may accept a price reduction. The Contractor shall request, in writing, a price reduction and provide the following:

- A formal announcement from the Contractor that the cost of the contract service has been reduced.
- Documentation, i.e., published cost lists, from the Contractor showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other Contractors.

**23. REMOVAL OF PERSONNEL**

- 23.1 The State reserves the right to require the Contractor to reassign or otherwise remove any personnel from providing services for a specific assignment. The State will not unreasonably exercise the rights reserved under this paragraph.
- 23.2 The State may require that the Contractor remove from the Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 23.3 The State shall not be charged for Contractor time needed to bring new Contractor or subcontractor personnel to the level of knowledge of previous Contractor or Subcontractor personnel. This shall include becoming familiar with the specific characteristics and special requirements of a requested assignment.

**24. SUBCONTRACTORS**

Supplemental to the subcontractor term in the Uniform Terms and Conditions, the Contractor shall not enter into any subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, the Contractor shall certify that all subcontracts incorporate by reference the terms and conditions of this Contract.

**25. WARRANTY**

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the eligible agency. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the eligible agency.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 24
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

**UNIFORM TERMS AND CONDITIONS – VERSION 8**

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
  - 1.1 *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - 1.2 *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 1.3 *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.4 *“Contractor”* means any person who has a Contract with the State.
  - 1.5 *“Days”* means calendar days unless otherwise specified.
  - 1.6 *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - 1.7 *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.8 *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 1.9 *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.10 *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - 1.11 *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - 1.12 *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
  - 1.13 *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.
- 2 **Contract Interpretation**
  - 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
  - 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 25
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3 Contract Administration and Operation.**

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.



	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 27
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

## 5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 28
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 29
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**7 Warranties**

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8 State's Contractual Remedies**

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007	
				PAGE 30
	Description:	Statewide Foreign Language Interpretation and Translation Services		OF 31

assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2 Stop Work Order.**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**8.3 Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9 Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a





# Attachment I

Solicitation No.: ADSP013-00002842

PAGE  
1

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

## QUESTIONNAIRE

### INSTRUCTIONS:

- Attach as part of your ProcureAZ proposal, all documents requested below along with a single document containing all narrative responses required by an item. Include the item number when responding to each item. Each narrative item response should demonstrate ability to satisfy the Scope of Work.
- When an item asks you to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- When an item requests experience, training, or other qualities, which reflect individual's potential contribution to this contract, the response should be limited to information such as familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the Arizona geographic area, etc. Please limit the response to experience directly relevant to this solicitation.
- The narrative shall include a response to all elements stated. All information contained in the proposal shall be current and factual. Failure to do so may have a negative impact on the scoring of the proposal.

### ITEMS:

The Offeror shall submit the following as part of a responsive offer:

#### 1. CAPACITY OF OFFEROR AND KEY PERSONNEL:

- 1.1. **Attachment II – Organization Profile.** Offeror shall complete all sections of Attachment II.
- 1.2. **Attachment III – Offeror's Personnel Profile(s).** Offeror shall complete a separate Attachment III for each individual(s), either staff or subcontracted, that will be utilized in the performance of the requirements of the Scope of Work.
  - Provide their name, title, years of experience, educational and technical background, certification and experience; length of time employed with the firm; areas of specialty; and brief summary demonstrating that the person possesses an understanding of and the experience required to successfully perform the services outlined in the Scope of Work.
  - Copies of certificates, licenses, etc. **MUST** be provided in the proposal.
- 1.3. **Attachment IV – References.** Offeror shall complete Attachment IV, References providing at a minimum two (2) State/Local government references or corporate references for which you have completed work similar in size and scope to this solicitation in the past two years. Information provided for this proposal shall be accurate and easily verifiable. Information regarding the firm's experience that cannot be easily verified by the evaluation committee will not be considered and may have a negative impact on the evaluation or result in the Offeror being determined non-responsive.
- 1.4. **Attachment V – Offered Languages.** Offerors shall submit a summary list of languages offered and the number of interpreters/translators available to offer each language. Attach additional pages if necessary.
- 1.5. **Narrative.** Offerors shall provide a narrative that describes the firms overall ability to provide all services and/or supplies sought under this solicitation from a technical and administrative standpoint. Within the response to this item, the narrative shall include at a minimum the following sections clearly titled (**bold print**) and shall contain the information requested:
  - **Organizational Structure:** Provide a general description of the firm and the legal organization of the firm. Offeror shall provide an organizational chart showing the staffing and lines of authority for key personnel to be used under this contract. The relationship between management, key personnel and support staff shall be clearly indicated. (Organizational chart not required for firms that are sole proprietorships.)



# Attachment I

Solicitation No.: ADSP013-00002842

PAGE  
2

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

- **General Experience/Qualifications:** This section shall include the firm's experience acting as a prime contractor providing services similar to the services described in their proposal and required in this solicitation. Provide a general description of the personnel that are being proposed to provide services under this contract and their qualifications.
- **Financial Stability/Debarment/Litigation.** Offeror shall submit a statement addressing each of the following statements:
  - In the last ten (10) years, has the Offeror filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors? If so, provide an explanation including relevant details.
  - If there any pending Securities Exchange Commission investigations involving the Offeror. If such are pending or in progress, provide an explanation and include any relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.
  - Provide any documentation of all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services.

## 2. METHOD OF APPROACH

2.1. **Narrative.** Offerors shall provide a narrative response that clearly demonstrates an understanding of the Scope of Work and describes the firm's overall method of approach for providing the required services as stated in this solicitation. The response shall include at a minimum the following sections clearly titled (**bold print below**) and shall contain the information requested. Failure to address any of the bulleted items may have a negative impact on the Offeror's score.

- **Structure and Communication:** Provide a description of the inter-organizational governance structure and communication process that will support a successful business relationship.
- **Problem Resolution:** Describe your firm's methodology for problem resolution. Illustrate how your firm tracks responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.
- **Personnel Assessment:** Explain the methodology used to test and hire qualified interpreters/translators. Describe any skill assessment your firm performs. Describe how your firm determines proficiency at the time of hiring or subcontracting.
- **Provision of Services:** Provide a narrative description outlining the methods/techniques your organization uses in the provision of services applicable for various types of interpreting/translating settings. Address the following sections as applicable:
  - **In-Person Interpretation:** Provide a detailed outline (with timeframes) of the scheduling process for requested interpretation services.
  - **Over-the-Phone Interpretation:** Provide a flowchart and timeline of the call process up to connection with an interpreter. Offeror shall include the average time for each stage.
  - **Translation:** Explain the type of computer systems and software (if any) your firm uses in the language translation process, and why it is utilized. If your company does not utilize computer systems and/or software, explain why and the process that is currently in place. Describe the editing, proof reading, and publishing process.
- **Training/Continuing Education Program:** Describe your firm's training/continuing education program for employees and subcontractors. Describe how employed interpreters/translators obtain their certifications and by what organization. List the percentage of certified interpreters/translators your firm offers.
- **Personnel Assignments:** Describe your firm's process for determining appropriate personnel for specific assignments. Explain how you ensure cultural sensitivity when making assignments.

3. **COST:** Offeror shall enter a unit pricing in the ProcureAZ Line Items.

**ATTACHMENT I: RESPONSES TO QUESTIONNAIRE**

**APPROACH TO SCOPE OF WORK**

**Dama Communication Services**

Due to the increasing numbers of Spanish speakers in Arizona and the need of different Agencies and Political Subdivisions throughout the State of Arizona to exchange communication with them, the State of Arizona is looking for qualified individuals and organizations to provide reliable interpreting and translation services. In this proposal, we present a plan designed to provide the services needed by the State in an effective and professional manner. As recipients of a State contract since 2001, we have a vast experience working with the different State Agencies and are very familiar with their needs and ways of operation. We are ready to continue serving the State Agencies with first-rate quality language interpreting and translation services.

Interpretations and translations cannot be done in a vacuum. They require not only a thorough understanding of the linguistic characteristics of the source and target languages, but also a deep knowledge and understanding of the cultural differences of the speakers of those languages. We are aware of the challenges involved in interlingual communication, and we have assembled a qualified team of skilled professionals under the guidance of Dr. Lacayo-Salas. Dr. Lacayo-Salas will maintain strict control over the documents produced and the quality of the performances of each member. We can provide highly qualified, college-educated interpreters and translators on an as needed basis to the State. Our team is prepared to offer the following services:

**1) CONSECUTIVE AND SIMULTANEOUS INTERPRETATIONS  
ENGLISH TO SPANISH, SPANISH TO ENGLISH**

We can act as consecutive and simultaneous interpreters in a variety of settings, such as but not limited to, hearings, meetings, conference calls, business meetings, medical appointments, dispute settlements, counseling services, and classroom/training sessions.

**2) SIGHT TRANSLATIONS (i.e. oral translations of written documents)  
ENGLISH TO SPANISH, SPANISH TO ENGLISH**

We can perform accurate sight translations of all kinds of documents. We have done both legal and technical sight translations for local government agencies, foreign embassies, school districts and the private business sector.

**3) TRANSLATIONS  
ENGLISH TO SPANISH, FRENCH, MANDARIN OR THAI;  
SPANISH , FRENCH, MANDARIN OR THAI TO ENGLISH**

We are qualified to perform written translations of legal, educational, scientific and technical documents, public announcements, pamphlets, and many other types of documents. We can prepare electronic translations of documents, do presentations utilizing MS Power Point, and voice-over recordings.

**4) FACILITATION SERVICES**

We can act as facilitators between State Agencies and the Spanish speaking community not only on a linguistic level, but also on a personal level, trying to promote a better understanding of the cultural differences that separate English and Spanish speakers. We can assist our clients in their presentations by utilizing MS Power Point and voice-over recordings.

## **INITIAL CUSTOMER SERVICE FREE CONSULTATION**

In order to assist our clients to meet their objectives and needs, we provide a **one-hour free-of-charge consultation** to discuss the context and specifics of the project, technical and legal complexities of the document(s) or subject(s), and specific product(s) needs. We also discuss the use of equipment and software for end products.

This consultation is quite crucial for the effectiveness of simultaneous and consecutive interpretations and for the successful accomplishment of the customer's objective. Furthermore, it is critical to have a thorough understanding of the audience's needs and background.

For the translation of legal and technical documents that involve complex terminology and a variety of audiences, this consultation should be used for clarification purposes in order to avoid any misunderstandings that could lead to a dissatisfied client and a substandard product.

We also maintain close communication throughout and until the completion of the project.

## **QUALITY CONTROL AND FOLLOW UP**

The trademark of our team is twofold: customer service and quality control. We provide an ***initial free-hour consultation*** with our clients and the quality control of our services is our highest priority. We have never received a complaint from any of our clients. All our projects have been on time, on schedule, at cost and of excellent quality. We intend to maintain these standards. Furthermore, for the interpretations, we require our staff to be at the site at least 30 minutes prior to the scheduled appearance in order to make sure that every detail is in place and that the equipment functions properly. In the case of an emergency, we will have a

substitute interpreter available. For standard written translations, we will have a turn-around time of the final document in less than fourteen (14) days.

The quality control of our work is what distinguishes our firm from many others. Quality control is a crucial task prior of submitting our product. Every written translation is carefully edited and proofread by Dr. Lacayo-Salas. Any potential issues that need to be clarified would be identified and consulted directly with our client. After delivery of the final product, a quick evaluation and recommendation sheet will be provided to our client for feedback regarding the quality of our work. For interpretation and facilitation services, we conduct an evaluation with our client and audience as well. We will also provide a feedback report to our clients.

We encourage our interpreters and translators to keep current in their field by attending conferences and workshops and by trying to obtain certifications. We also have regular individual and team evaluation sessions.

Although any company would like to expand its business, we have purposely remained a small firm because we do not wish to compromise the quality of our services or risk the trust of our clients by expanding rapidly. Although we have added a few new subcontractors, we have purposely remained a small firm, and we use only experienced translators, interpreters and facilitators. We do not use any students or unqualified personnel. All of our translators and interpreters are required to comply to the standards of the American Translators Code of Ethics, the National Standards of Practice for Interpreters in Health Care issued by the National Council on Interpreting in Health Care, the Code of Ethics and Professional Responsibilities issued by the National Association of Judiciary Interpreters and Translators and the Code of Ethics issued by the Arizona Court Interpreters Association. All of these Codes follow the basic standards that we

have always maintained in all our work: *Accuracy, Confidentiality, Impartiality, Respect, Cultural Awareness, Role Boundaries and Responsibility.*

**ALL OF THE WORK THAT WE DO REMAINS CONFIDENTIAL**

**EXPERIENCE AND RELIABILITY OF DAMA COMMUNICATION SERVICES**

Dama Communication Services, LLC was established in September 2000. Its Owner and Manager, Damarys Lacayo-Salas, Ph.D. has been working as a translator, interpreter and facilitator since 1993 and working in collaboration with the team members for several years. Ms. Gail LaGrander has collaborated in many translation and interpretation projects with Dr. Lacayo-Salas since 1993. She is a great asset to our firm, and she will be in charge of our Spanish into English projects. Ms. Alejandra Ruiz is a veterans in the field, and she has been working with Dama Communication Services under the current State Contract. She has been collaborating on many of our translation and interpretation projects with the State Agencies. Ms. Xinia Loveday has also been part of our current State Contract. Her field of expertise is scientific translations. Our collaborators in Mandarin and Thai translations are also in our current State Contract; they are Piyawadee Chatuphorncharoen (English to Thai, Thai to English, with expertise in technical translations), and Panitta Footrakoon (English to Mandarin or Thai, Mandarin or Thai to English). At this time we are also adding a new English/Thai, Thai/English translator, V. Ottozawa (who is also experienced in technical translations). We are adding also two new experienced collaborators who are trilingual in English, Spanish and French: Ms. Jacqueline I. Samuda and Ms. Denis Parker. Mr. Ottozawa, Ms. Samuda and Ms. Parker have been working with our company for several years with translation projects for the private sector.

Dr. Lacayo-Salas brings to her corporation the high standards and professionalism that has always characterized her work. Dama Communication Services has a standing policy of working hard to provide thoroughly reliable and professional interpretation, translation and facilitation services that fulfill the specific needs of each client and each situation. Both Dr. Lacayo-Salas and her team of experienced collaborators are fully bilingual and bicultural, and they are all college-educated. Their academic training and professional and personal experiences help them understand the cultural assumptions made by the speakers of the source and target languages and the challenges involved in interlingual communication. Moreover, due to our diverse experiences, talents and qualifications, our team can produce documents using up-to-the minute software and printers. We utilize Cloud technology to make sure that our clients' documents are securely stored.

### **EXPERTISE AND RELIABILITY OF TEAM MEMBERS**

The key collaborators of Dama Communication Services are described in short paragraphs below, and the resumes of all team members appear in separate attachments with their names.

- **DAMARYS LACAYO-SALAS, PH.D.**

***MANAGER/OWNER***

***ENGLISH TO SPANISH, SPANISH TO ENGLISH TRANSLATOR,  
INTERPRETER AND FACILITATOR***

Originally from Costa Rica. She has a Ph.D. in English from Purdue University, an M.A. from the University of Arizona and a B.A. from the Universidad de Costa Rica. She is also a Certified Federal Translator (*see attachment*). She was one of the only four interpreters who completed the Spanish

Language Court Interpreter Certificate Program with ASU College of Extended Education (*see attachments*). She has been in charge of translations, interpretations, and facilitation services since 1993 for the private sector, State Agencies, and the City of Phoenix. She has been overseeing Dama Communication Services contract with the State of Arizona since 2001. In the past 11 years, she has been teaching English at Phoenix College. She has also taught Chicana/o Studies, Ethnic Studies and Women's Studies courses at ASU.

- **GAIL LAGRANDE**

***ENGLISH TO SPANISH, SPANISH TO ENGLISH TRANSLATOR,  
INTERPRETER AND FACILITATOR***

Originally from Oregon. She has an M.A. Degree in TESOL (Teaching English as a Second Language) from The University of Arizona, and a B.A. Degree in Spanish from Oregon State University. She went to Mexico first as an exchange student and later returned to work as Research Analyst for an International Consortium. She worked for eight years with the Community Mediation Program, for twelve years in the City of Phoenix Neighborhood Services Department, for three years as Executive Director of The Stardust House, and she is currently Project Coordinator of Maryvale on the Move at St. Luke's Health Initiatives. A major component in all of her working experiences has been the interaction with immigrants (particularly from Mexico and Central America) and minorities. Her work with immigrants has demanded an extensive use of her translation and interpretation skills, which have been honed throughout the years. She is totally bilingual and bicultural and an expert in diversity issues.

- **M. ALEX RUIZ-VÁSQUEZ**

***ENGLISH TO SPANISH, SPANISH TO ENGLISH TRANSLATOR,  
INTERPRETER AND FACILITATOR***

Originally from Mexico. She has a B.A. in Child Development and Family Relationships from Southern Illinois University. She attended several of the Language Court Interpreter Certificate Program classes at the College of Extended Education of Arizona State University. She has been honing her skills as translator, interpreter and facilitator working as collaborator for Dama Communication Services and through all of her other professional experiences. As Prevention Specialist for the Jewish Family and Children's Service, for instance, she facilitated groups of middle and high school monolingual students and provided interpretations and translations for doctors and patients while performing assessments and referrals. She has also worked as translator for ValueOptions and as crisis intervention specialist for Arizona Children's Association and Sojourner Center of Arizona.

- **XINIA LOVEDAY**

***ENGLISH TO SPANISH, SPANISH TO ENGLISH  
TRANSLATOR***

Originally from Costa Rica. She has an M. Sc. in Biochemistry from Newcastle upon Tyne University in England and a Microbiology and Clinical Chemistry Degree from the Universidad de Costa Rica. She worked for many years as a Fertility Account Manager and Fertility Field Trainer for Organon Laboratories in England, and as such, she was in charge of many scientific translations and of doing simultaneous and consecutive interpretations. Her field of expertise is scientific translations.

- ***PIYAWADEE CHATUPHORNCHAROEN***  
***ENGLISH TO THAI, THAI TO ENGLISH***  
***TRANSLATOR***

Originally from Thailand. She has an M. Sc. Degree in Engineering Management from the University of Southern California and a B Sc in Civil Engineering from Thammasat University in Thailand. Her expertise is in technical translations.

- ***PANITTA FOOTRAKOON***  
***ENGLISH TO MANDARIN OR THAI,***  
***MANDARIN OR THAI TO ENGLISH***  
***TRANSLATOR***

Originally from Thailand. She has an M.Ed. Degree in Human Resource Development from the University of Minnesota, a B.A. Degree in Marketing from Assumption University in Thailand. She completed a two-year intensive Mandarin Language training at the National Taiwan University in Taipei. She is trilingual and multicultural.

- ***V. OTTOZAWA***  
***ENGLISH TO THAI, THAI TO ENGLISH***  
***TRANSLATOR***

Originally from Thailand. He has a Civil Engineering Degree from Columbia University. He has more than twenty-five years of experience in technical translations. He is bilingual and multicultural.

- ***JACQUELINE ISONA SAMUDA***  
***ENGLISH TO SPANISH OR FRENCH,***  
***SPANISH OR FRENCH TO ENGLISH***  
***TRANSLATOR***

Originally from Jamaica. She has an M.A. in Spanish from Purdue University and another in Social Work from the University of Maryland. She provides psychotherapy in Spanish and French to crime victims at a Victim Assistance and Sexual Assault Program and individual and family therapy to adolescents and adults in her private practice. She has been working with immigrants from the Caribbean and Latin America for more than twenty years. She is trilingual and multicultural.

- ***DENISE PARKER***  
***ENGLISH TO SPANISH OR FRENCH,***  
***SPANISH OR FRENCH TO ENGLISH***  
***TRANSLATOR***

She has an M.A. in French from the University of Virginia. She lived in South America for several years. She has worked as an English As a Second Language instructor in the Maricopa Community Colleges for eleven years and also as a Spanish Instructor during the last three years. She also worked for six years in the American English and Culture Program at ASU. She lived in South America for several years and is not only trilingual, but also multicultural.



# Attachment II

Solicitation No.: ADSP013-00002842

PAGE  
3

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

## ORGANIZATION PROFILE

Offeror shall complete this attachment. If any portion is not applicable, please indicate by entering "NA".

Services Provided: <i>(Check all that apply)</i>		<input checked="" type="checkbox"/>	In-Person Interpretation	<input type="checkbox"/>	Over-the-Phone Interpretation	<input checked="" type="checkbox"/>	Translation
Date Prepared:	4-22-13	Firm Name:	DAMA COMMUNICATION SERVICES, LLC				
Year Present Firm was Established	2000	Principal Business Address and Primary Phone Number					
Above Firm is <i>(Check appropriate box below)</i>		80 W. Encanto Blvd., Phoenix, AZ 85003, Tel: (602) 716-5858 Fax: (602) 252-3408					
<input checked="" type="checkbox"/>	Parent Company						
<input type="checkbox"/>	Branch or Subsidiary Office						
Name & Location of Parent Company, if applicable:							
CONTACT INFORMATION							
Name		Title		Phone Number		Fax Number	
1	Damarys Lacayo-Salas	Manager/Sole Proprietor		602-7165858		602-2523408	
	E-Mail Address:	<a href="mailto:damarys@damatranslations.com">damarys@damatranslations.com</a>					
2							
	E-Mail Address:	<a href="mailto:dlacayosalas@yahoo.com">dlacayosalas@yahoo.com</a>					

## CONTRACTOR PERSONNEL

Personnel by Classification					
No.	Personnel Classification	No.	Personnel Classification	No.	Personnel Classification
1	Certified In-Person Interpretation	N/A	Certified Over-the-Phone Interpretation	1	Certified Translator
3	Non-Certified In-Person Interpretation	N/A	Non-Certified Over-the-Phone Interpretation	8	Specialty Translator
1	Specialty In-Person Interpretation	N/A	Specialty Over-the-Phone Interpretation		
	9	<b>Total number of contractor personnel available to provide services in accordance with Scope of Work.</b>			
Geographic Availability of Personnel <i>(Indicate the number of personnel able to provide services in the identified locations)</i>					
No.	Location	No.	Location	No.	Location
3	Phoenix Metro Area	3	City of Flagstaff	3	Rural Northern Arizona
3	Tucson Metro Area	3	Rural Central Arizona	3	Rural Southern Arizona



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
4

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

**Name of Firm: DAMA COMMUNICATION SERVICES, LLC**

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

Please Complete All Fields Below.

Name/Title of Individual			Home Office Location			
Dr. Damarys Lacayo-Salas / Sole Proprietor/Manager			Phoenix, AZ			
Personnel Classification (as identified in Attachment II)		Years of Experience in Specialty	Areas of Specialty (check appropriate box and provide years of experience)			
Certified		15	<input checked="" type="checkbox"/>	Legal	<input type="checkbox"/>	Medical
30	Total Years of Related Experience	30	<input type="checkbox"/>	Technical	<input checked="" type="checkbox"/>	Educational
			Other:			
			Trilingual (Please list languages: )			
Languages Offered (Native Language and Target Language):		Spanish (native language) and English				
Certification/Licensure Information			Education/Technical Background			
Category: Federal Court Interpreter Certification and Spanish Language Court Interpreter Certificate Program		Yr Received: 2002	Yr Expired: N/A	Ph.D. and M.A. in English		
Registrations and Certifications Held and Year Received						
Cert:	Federal Court Interpreter	YR: 2002	Cert:	YR:		
Cert:		YR:	Cert:	YR:		
Cert:		YR:	Cert:	YR:		
Related Experience / Employment History						

Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work

Sole Proprietor and Manager of Dama Communication Services, LLC since 2000.

Originally from Costa Rica. She has a Ph.D. in English from Purdue University, an M.A. from the University of Arizona and a B.A. from the Universidad de Costa Rica. She is also a Certified Federal Translator (*see attachment*). She was one of the only four interpreters who completed the Spanish Language Court Interpreter Certificate Program



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
5

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

with ASU College of Extended Education (*see attachments*). She has been in charge of translations, interpretations, and facilitation services since 1993 for the private sector, State Agencies, and the City of Phoenix. She has been overseeing Dama Communication Services contract with the State of Arizona since 2001. In the past 11 years, she has been teaching English at Phoenix College. She has also taught Chicana/o Studies, Ethnic Studies and Women's Studies courses at ASU. She is fully bilingual and bicultural.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

Please Complete All Fields Below.

Name/Title of Individual		Home Office Location				
Gail LaGrander / Subcontractor		Phoenix, AZ				
Personnel Classification (as identified in Attachment II)	Years of Experience in Specialty	Areas of Specialty (check appropriate box and provide years of experience)				
Qualified (Non-Certified)	15	<input checked="" type="checkbox"/>	Legal	<input type="checkbox"/>	Medical	
30	Total Years of Related Experience	30	<input type="checkbox"/>	Technical	<input checked="" type="checkbox"/>	Educational
		Other:				
		Trilingual (Please list languages: )				



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
6

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

<b>Languages Offered (Native Language and Target Language):</b>		English (native language) and Spanish	
<b>Certification/Licensure Information</b>		<b>Education/Technical Background</b>	
<b>Category:</b>	<b>Yr Received:</b>	<b>Yr Expired:</b>	M.A. in Teaching English As a Second Language
<b>Registrations and Certifications Held and Year Received</b>			
Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:
<b>Related Experience / Employment History</b>			
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work			

Originally from Oregon. She has an M.A. Degree in TESOL (Teaching English As a Second Language) from The University of Arizona, and a B.A. Degree in Spanish from Oregon State University. She went to Mexico first as an exchange student and later returned to work as Research Analyst for an International Consortium. She worked for eight years with the Community Mediation Program, for twelve years in the City of Phoenix Neighborhood Services Department, for three years as Executive Director of The Stardust House, and she is currently Project Coordinator of Maryvale on the Move at St. Luke's Health Initiatives. A major component in all of her working experiences has been the interaction with immigrants (particularly from Mexico and Central America) and minorities. Her work with immigrants has demanded an extensive use of her translation and interpretation skills, which have been honed throughout the years. She is totally bilingual and bicultural and an expert in diversity issues.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

Please Complete All Fields Below.

Name/Title of Individual		Home Office Location			
Alex Ruíz-Vásquez / Subcontractor		Phoenix, AZ			
Personnel Classification (as identified in Attachment II)	Years of Experience in Specialty	Areas of Specialty (check appropriate box and provide years of experience)			
Qualified (Non-Certified)	15	<input checked="" type="checkbox"/>	Legal	<input checked="" type="checkbox"/>	Medical
15	<b>Total Years of Related Experience</b>	<input type="checkbox"/>	Technical	<input checked="" type="checkbox"/>	Educational



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
7

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

Other:			
Trilingual ( <i>Please list languages:</i> )			
Languages Offered (Native Language and Target Language):		Spanish (native language) and English	
Certification/Licensure Information		Education/Technical Background	
Category:	Yr Received:	Yr Expired:	B.A. in Child Development 2 years of Training as Spanish Language Court Interpreter, ASU College of Extended Education
<b>Registrations and Certifications Held and Year Received</b>			
Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:
<b>Related Experience / Employment History</b>			
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work			

Originally from Mexico. She has a B.A. in Child Development and Family Relationships from Southern Illinois University. She attended several of the Language Court Interpreter Certificate Program classes at the College of Extended Education of Arizona State University. She has been honing her skills as translator, interpreter and facilitator working as collaborator for Dama Communication Services and through all of her other professional experiences. As Prevention Specialist for the Jewish Family and Children's Service, for instance, she facilitated groups of middle and high school monolingual students and provided interpretations and translations for doctors and patients while performing assessments and referrals. She has also worked as translator for ValueOptions and as crisis intervention specialist for Arizona Children's Association and Sojourner Center of Arizona.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

**Please Complete All Fields Below.**

<b>Name/Title of Individual</b>	<b>Home Office Location</b>
---------------------------------	-----------------------------



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
8

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

<b>Xinia Loveday / Subcontractor</b>			Phoenix, AZ		
<b>Personnel Classification</b> (as identified in Attachment II)		<b>Years of Experience in Specialty</b>	<b>Areas of Specialty</b> (check appropriate box and provide years of experience)		
Qualified (Non-Certified)		35	<input type="checkbox"/>	Legal	<input checked="" type="checkbox"/> Medical
35	<b>Total Years of Related Experience</b>	35	<input type="checkbox"/>	Technical	<input type="checkbox"/> Educational
		Other:			
		Trilingual (Please list languages: )			
<b>Languages Offered (Native Language and Target Language):</b>		Spanish (native language) and English			
<b>Certification/Licensure Information</b>			<b>Education/Technical Background</b>		
<b>Category:</b>	<b>Yr Received:</b>	<b>Yr Expired:</b>	M.Sc. in Clinical Biochemistry B.Sc. in Microbiology and Clinical Chemistry		
<b>Registrations and Certifications Held and Year Received</b>					
Cert:		YR:	Cert:		YR:
Cert:		YR:	Cert:		YR:
Cert:		YR:	Cert:		YR:
<b>Related Experience / Employment History</b>					
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work					

Originally from Costa Rica. She has an M Sc in Biochemistry from Newcastle upon Tyne University in England and a Microbiology and Clinical Chemistry Degree from the Universidad de Costa Rica. She worked for many years as a Fertility Account Manager and Fertility Field Trainer for Organon Laboratories in England, and as such, she was in charge of many scientific translations and of doing simultaneous and consecutive interpretations. Her area of expertise is scientific translations.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

Please Complete All Fields Below.



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
9

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

Name/Title of Individual			Home Office Location			
Piyawadee Chatuphorncharoen / Subcontractor			Phoenix, AZ			
Personnel Classification <small>(as identified in Attachment II)</small>		Years of Experience in Specialty	Areas of Specialty <small>(check appropriate box and provide years of experience)</small>			
Qualified (Non-Certified)		9	<input type="checkbox"/>	Legal	<input type="checkbox"/>	Medical
15	Total Years of Related Experience	15	<input checked="" type="checkbox"/>	Technical	<input type="checkbox"/>	Educational
			Other:			
			Trilingual <i>(Please list languages: )</i>			
Languages Offered (Native Language and Target Language):		Thai (native language) and Spanish				
Certification/Licensure Information			Education/Technical Background			
Category:	Yr Received:	Yr Expired:	M.Sc. in Engineering Management B.Sc. in Civil Engineering			
Registrations and Certifications Held and Year Received						
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Related Experience / Employment History						
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work						
<p>Originally from Thailand. She has an M Sc Degree in Engineering Management from the University of Southern California and a B Sc in Civil Engineering from Thammasat University in Thailand. Her expertise is in technical translations.</p>						

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
10

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

**Please Complete All Fields Below.**

Name/Title of Individual			Home Office Location			
<b>Panitta Footrakoon / Subcontractor</b>			Phoenix, AZ			
Personnel Classification <small>(as identified in Attachment II)</small>		Years of Experience in Specialty	Areas of Specialty <small>(check appropriate box and provide years of experience)</small>			
Qualified (Non-certified)		9	<input type="checkbox"/>	Legal	<input type="checkbox"/>	Medical
25	Total Years of Related Experience	25	<input type="checkbox"/>	Technical	<input type="checkbox"/>	Educational
			Other: Business, Marketing, Human Resource			
			Trilingual <i>(Please list languages: Thai (native language), Mandarin and English)</i>			
Languages Offered (Native Language and Target Language):						
Certification/Licensure Information			Education/Technical Background			
Category:	Yr Received:	Yr Expired:	M.Ed. in Human Resource Development B.A. in Marketing 2 years of Intensive Mandarin-Chinese Language Training in National Taiwan University			
Registrations and Certifications Held and Year Received						
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Related Experience / Employment History						
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work						

Originally from Thailand. She has an M.Ed. Degree in Human Resource Development from the University of Minnesota, a B.A. Degree in Marketing from Assumption University in Thailand. She completed a two-year intensive Mandarin Language training at the National Taiwan University in Taipei. She is trilingual and multicultural.



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
11

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

**Please Complete All Fields Below.**

Name/Title of Individual			Home Office Location			
<b>V. Ottozawa / Subcontractor</b>			Phoenix, AZ			
Personnel Classification <small>(as identified in Attachment II)</small>		Years of Experience in Specialty	Areas of Specialty <small>(check appropriate box and provide years of experience)</small>			
Qualified (Non-certified)		25	<input type="checkbox"/>	Legal	<input type="checkbox"/>	Medical
35	<b>Total Years of Related Experience</b>	35	<input checked="" type="checkbox"/>	Technical	<input type="checkbox"/>	Educational
		Other:				
		Trilingual <i>(Please list languages)</i>				
Languages Offered (Native Language and Target Language):		Thai (native language) and English				
Certification/Licensure Information			Education/Technical Background			
<b>Category:</b>	<b>Yr Received:</b>	<b>Yr Expired:</b>	B.Sc. in Sciences (Civil Engineering)			
Registrations and Certifications Held and Year Received						
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Cert:		YR:		Cert:		YR:
Related Experience / Employment History						
Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work						



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
12

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

Originally from Thailand. He has a Degree in Civil Engineering from Columbia University. He has more than twenty-five years of experience in technical translations. He is bilingual and multicultural.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

**Please Complete All Fields Below.**

Name/Title of Individual			Home Office Location			
Jacqueline I. Samuda / Subcontractor			Phoenix, AZ			
Personnel Classification <small>(as identified in Attachment II)</small>		Years of Experience in Specialty	Areas of Specialty <small>(check appropriate box and provide years of experience)</small>			
Qualified (Non-Certified)		25	<input checked="" type="checkbox"/>	Legal	<input checked="" type="checkbox"/>	Medical
25	Total Years of Related Experience	25	<input type="checkbox"/>	Technical	<input checked="" type="checkbox"/>	Educational
			Other:			
			Trilingual <small>(Please list languages: English (native language), Spanish and French)</small>			
Languages Offered (Native Language and Target Language):		English (native language), Spanish and French				
Certification/Licensure Information			Education/Technical Background			
Category:	Yr Received:	Yr Expired:	M.A. in Social Work M.A. in Spanish Graduate work in French			
Registrations and Certifications Held and Year Received						
Cert:		YR:	Cert:		YR:	
Cert:		YR:	Cert:		YR:	
Cert:		YR:	Cert:		YR:	



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
13

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

### Related Experience / Employment History

Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work

Originally from Jamaica. She has an M.A. in Spanish from Purdue University and another in Social Work from the University of Maryland. She provides psychotherapy in Spanish and French to crime victims at a Victim Assistance and Sexual Assault Program and individual and family therapy to adolescents and adults in her private practice. She has been working with immigrants from the Caribbean and Latin America for more than twenty years. She is trilingual and multicultural.

## OFFEROR'S PERSONNEL PROFILE

Offeror shall complete this attachment in accordance with the Instructions contained in Questionnaire Item 1.2. If any portion is not applicable, please indicate by entering "NA." This Attachment shall be completed for all personnel anticipated to perform any work under this contract. Answers such as "See attached Resume" will not be accepted. Copies of certificates, licenses, etc. must be provided in the proposal.

Please Complete All Fields Below.

Name/Title of Individual			Home Office Location			
Denise Parker / Subcontractor			Phoenix, AZ			
Personnel Classification <small>(as identified in Attachment II)</small>		Years of Experience in Specialty	Areas of Specialty <small>(check appropriate box and provide years of experience)</small>			
Qualified (Non-Certified)		17	<input type="checkbox"/>	Legal	<input type="checkbox"/>	Medical
20	Total Years of Related Experience	20	<input type="checkbox"/>	Technical	<input checked="" type="checkbox"/>	Educational
			Other:			
			Trilingual <i>(Please list languages: English (native language), Spanish and French)</i>			
Languages Offered (Native Language and Target Language):		<b>English (native language), Spanish and French</b>				
Certification/Licensure Information			Education/Technical Background			
Category:	Yr Received:	Yr Expired:	M.A. and B.A. in French with minor in Spanish Arizona Community College teaching certification in Spanish, French, English, English As a Second Language and Linguistics			
<b>Registrations and Certifications Held and Year Received</b>						



# Attachment III

Solicitation No.: ADSP013-00002842

PAGE  
14

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

**State of Arizona  
State Procurement Office**  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:
Cert:	YR:	Cert:	YR:

### Related Experience / Employment History

Executive Summary - Should demonstrate understanding of, and the experience required to successfully perform the services outlined in the Scope of Work

She has an M.A. in French from the University of Virginia. She lived in South America for several years. She has worked as an English As a Second Language instructor in the Maricopa Community Colleges for eleven years and also as a Spanish Instructor during the last three years. She also worked for six years in the American English and Culture Program at ASU. She lived in South America for several years and is not only trilingual, but also multicultural.



# Attachment IV

Solicitation No.: ADSP013-00002842

PAGE  
15

Description: Statewide Foreign Language Interpretation and Translation Services

OF  
16

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite  
201 Phoenix, AZ 85007

Name of Firm: DAMA COMMUNICATION SERVICES, LLC

## OFFEROR'S REFERENCES

Provide at least two (2) References of State/Local government or corporate entities for which you have completed work similar in size and scope to this solicitation (preferably in the past two years). The references provided should show the breadth of the firm's experience and demonstrated capabilities to provide services as outlined in the Scope of Work.

Reference Information					
Company Name:	Maricopa County Elections Department				
Street Address	510 South 3rd Avenue				
City/State/Zip	Phoenix, AZ 85003				
Contact Information:	Reynaldo Valenzuela, Jr.	( 602 ) 506-3096			
	<i>Contact Name</i>	<i>Phone Number</i>			
	rvalenzuela@risc.maricopa.gov				
	<i>Contact Email Address</i>				
Description of Services					
Estimated Cost:	\$3,254.68	Begin Date:	2011	End Date:	2012
<b>Overview: (Detail all services provided that are relevant to those required by this solicitation)</b> We performed translations for election pamphlets and ballots. We have worked with Maricopa County Elections since 2001.					
Reference Information					
Company Name:	Citizens Clean Elections Commission				
Street Address	1616 W. Adams, Suite 110				
City/State/Zip	Phoenix, AZ 85007				
Contact Information:	Paula Thomas	( 602 ) 364-3477			
	<i>Contact Name</i>	<i>Phone Number</i>			
	Paula.thomas@azcleelections.gov				
	<i>Contact Email Address</i>				
Description of Services					
Estimated Cost:	\$9,243.83	Begin Date:	2012	End Date:	2012
<b>Overview: (Detail all services provided that are relevant to those required by this solicitation)</b> We performed translation for booklet and candidate statements for Primary and General Election. In the past, we have also done voice recordings for the agency. We have worked with Clean Elections since 2004.					



## STAFFING SUMMARY

### Statewide Foreign Language Interpretation and Translation Services

Solicitation ADSP013-00002842

Name of Firm: **Dama Communication Services, LLC**

Offerors shall complete a line for each individual who will potentially be assigned responsibility for each task and phase of a project under a potential contract award. Also include any added expertise and capability of staff available through other branch offices, subcontracts, etc., that can provide back-up strengths.

Language(s): List the language(s) offered by the listed individual.

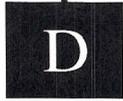
Academic/Professional Qualifications: Citation of degree shall include school and concentration, citations of certifications shall include certification number and date of expiration, if applicable

Level of expertise: Years in industry or other brief description

Area of Specialty: List the area of specialty such as legal, medical, technical, educational, etc.

Name	Interpreter and/or Translator	Certified (Y/N)	Staff or Subcontractor	Language(s)	Academic/Professional Qualifications	Level of Expertise	Area of Specialty
Damarys Lacayo-Salas, Ph.D.	Interpreter and Translator	Y	Sole Proprietor	Spanish (n)/English	Ph.D. & M.A. in English/Federally Certified/ Spanish Language Court Certificate Program	15	Education, Legal
Gail LaGrander, M.A.	Interpreter and Translator	N	Subcontractor	English(n)/Spanish	M.A. Teaching of English As a Second Language B.A.in Child Development, 2 years of training as Court Interpreter	15	Education, Legal
Alex Ruiz-Vasquez	Interpreter and Translator	N	Subcontractor	Spanish(n)/English	M.Sc. Clinical Biochemistry, B.Sc. Microbiology and Clinical Chemistry	15	Education, Legal, Medical
Xinia Loveday, M.Sc.	Translator	N	Subcontractor	Spanish(n)/English	M.Sc. Engineering Management, B.Sc. Civil Engineering	35	Scientific, Medical
Piyawadee Chatuphorncharoen, M.Sc.	Translator	N	Subcontractor	Thai(n)/English	M.Ed. Human Resource, B.A. Marketing, 2 years Intensive Mandarin-Chinese Language Training in National Taiwan University	9	Business, Marketing, Human Resource
Panilta Footrakoon V. Ottozawa	Translator	N	Subcontractor	Thai(n)/Mandarin/English	B.Sc. Civil Engineering M.A. Social Work, M.A. Spanish, graduate work in French	25	Technical
	Translator	N	Subcontractor	Thai(n)/English			
Jacqueline I. Samuda	Translator	N	Subcontractor	English(n)/Spanish/ French		25	Medical, Education, Legal
Denise Parker	Translator	N	Subcontractor	English(n)/Spanish/ French	M.A. French, MCCC certification in teaching Spanish, French, English As a Second Language and Linguistics	17	Education

Phone: (602) 716-5858, Fax: (602) 252-3408,  
Email: damarys@damatranslations.com



Dama  
Communication  
Services,  
LLC

80 W. Encanto Blvd.  
Phoenix, AZ 85003

**To:** Kianie Putnam, Procurement Specialist, State Procurement Office

**From:** Damarys Lacayo-Salas, Owner/Manager, Dama Communication Services

**Subject:** Contract ADSP013-051021

**Date:** July 17, 2013

Hereby, we certify that the Contractor (Dama Communication Services) or any of the contractor's subcontractors is **NEVER** going to be alone with a client.

A handwritten signature in black ink, appearing to read 'Damarys Lacayo-Salas'.

Damarys Lacayo-Salas, Ph.D.,  
Owner/Manager  
Dama Communication Services

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DAMA COMMUNICATION SERVICES LLC

[Work Orders]

See following pages (to be attached subsequent to execution).