

# **Contract User Guide**

# How to Use Statewide Contract PRF63, Foreign Language Interpretation and Translation Services

**Contract #: PRF63 Contract Duration:** 7/1/2016 to 6/30/2019

MMARS #: PRF63\* Options to Renew: Two options to renew up to one

year each

**Contract Manager:** Sorraia Tavares - 617-720-3304

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This contract contains: Small Business Purchasing Program, Supplier Diversity

Office (SDO) Businesses and Prompt Payment Discount Program.

#### **UNSPSC**:

82-11-00 Writing and Translations

82-14-20 In Person Language Interpretation

Last change date: October 25, 2016

## **Contract Summary**

This contract covers Foreign Language Interpretation, Translation, Telephonic Interpretation and Video Remote Interpretation Services. [American Sign Languages (ASL) is not covered under this contract but is available through Massachusetts Commission for the Deaf & Hard of Hearing (MCD) under their contract MCD01]. PRF63 has 30 active vendors, as identified in <a href="COMMBUYS">COMMBUYS</a> under the PRF63 Master Blanket Purchase Orders (MBPO).

#### **Services Available:**

- Foreign Language Interpretation Services;
- Translation Services;
- Telephonic Services;
- VRI (Video Remote Interpretation Services)

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## **Benefits and Cost Savings**

- Potential user savings through the new rate cap on contract. See price table.
- Thirty (30) vendors with over 340 languages represented on contract
- Solution-based contract through sub-agreements ("Statement(s) of Work")
- Departments can negotiate a maximum rate equal to, or lower than, listed rates
- Volume discount rates available from select vendors
- Expedited services at no additional charge from select vendors
- NEW lower minimum engagement commitment of 1 hour
- Hiring entities will not pay additional invoices related to project based engagements

#### Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### **Eligible Entities:**

- 01. Cities, towns, districts, counties and other political subdivisions;
- 02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- 03. Independent public authorities, commissions and quasi-public agencies;
- 04. Local public libraries, public school districts and charter schools;
- 05. Public Hospitals, owned by the Commonwealth;
- 06. Public institutions of high education;
- 07. Public purchasing cooperatives;
- 08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
- 09. Other states and territories with no prior approval by the State Purchasing Agent required; and
- 10. Other entities when designated in writing by the State Purchasing Agent.

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## **Pricing and Purchase Options (All Categories)**

Purchase Options: Purchases made through this contract will be direct outright purchases.

#### **Quotation Requirements:**

Multiple quotes must be obtained for all engagements except in case of an emergency.

### **Compensation Structure/Pricing & Expenses:**

- Execute a sub-agreement ("Statement of Work") before any a hiring engagement begins;
- The "Price Table" is on the Attachments Tab in COMMBUYS
- Rates include delivery of a final product: i.e. development, editing and finalization;
- Rates also include: travel, communications, overhead, overtime;
- Invoices are required to be submitted within 30 days; and
- Some expedited service rates are equal to routine service rates or a small percent additional (see pricing).
- Most engagements will not be bid at the cap rate. Eligible Entities and awarded PRF63 vendors may negotiate lower rates as part of the bid process. This includes all negotiations related to the one-hour minimum for services. Eligible Entities may choose to increase the one-hour minimum, on a case-by-case basis to facilitate services related to languages of limited diffusion.
- Negotiated rates may be published by the Eligible Entities as part of the bid records in COMMBUYS.
- ➤ Purchases under PRF63 must be recorded in COMMBUYS. Refer to section below for instructions on how to purchase services through PRF63 COMMBUYS MBPOs.
- ➤ Per Hour/ Per Word/ Per Minute Rates: Please see PRF63 Price Table for a detail review of rates under the contract and the full list of available languages by vendor.

#### **Invoicing:** All bills/invoices must minimally include:

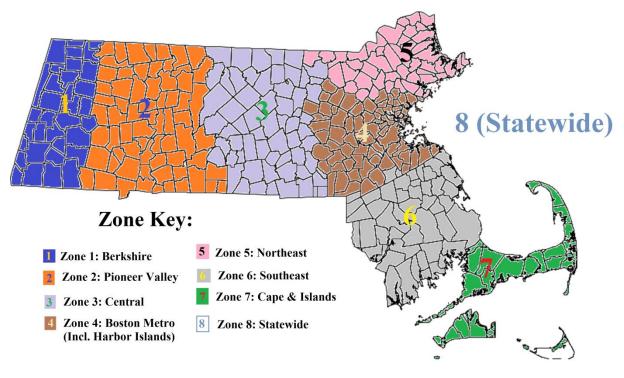
- Assignment name.
- Hours billed/invoiced and Statewide Contract hourly rate or portion of project billed:
  - Hourly rate: Identify account manager or other vendor agent and applicable hourly rate.
- Project based: Identify portion of project billed and balance remaining, but not an average rate.
- Supporting documents must accompany billing/invoicing received by an engaging entity.
- Totals should be reviewed for correctness by engaging entity prior to approval.
- o Total billed/invoiced must meet the Commonwealth's requirements if audited.

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## **Regional Coverage**

- ➤ Zone 1 (Western MA/Berkshire)
- ➤ Zone 2 (Pioneer Valley)
- ➤ Zone 3 (Central MA)
- ➤ Zone 4 (Boston Metro including the Harbor Islands)
- ➤ Zone 5 (Northeastern MA)
- >Zone 6 (Southeastern MA)
- ➤ Zone 7 (Cape Cod & the Islands)
- ➤ Zone 8 (Statewide)



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## **Translation and Interpretation Descriptions:**

#### Interpreting:

Interpreting is the process of fully understanding, analyzing, and processing a spoken message and then faithfully rendering it into another spoken language. Interpreters must be able to accurately convey the meaning from one language to another in a culturally appropriate manner, mindful of the setting in which they are rendering their services.\*

#### **Interpretation Services include:**

- Oral face to face interpretation (in-person)
- Telephonic Interpretation Services/Video Remote Interpretation (VRI. Services may take place in a variety of settings such as office buildings, medical facilities, hearing offices, schools, construction sites, individual and family homes, or other locations as deemed necessary.

Fee Structure for Interpretation Services are to be billed at an hourly rate with a <u>minimum time</u> agreed upon by the purchasing entity and the vendor, which shall be no shorter than one hour. Time beyond this minimum will be billed in 15-minute increments. Please review **RFR Section: 7** Compensation Structure for details on pricing and billing.

#### Interpreters:

Unless a Purchasing Entity has specified a longer period, Contractors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site scheduled appointment in order to receive any instructions from the Purchasing Entity. The Contractor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that that they are present at the proper location at the time specified.

Contractors may be penalized for being late. Purchasing Entities may dock payment for the period Contractor was late from the total period of performance time. Contractors who are continually late may be terminated from the Statewide Contract for poor performance. Performance time shall consist of the total time the Contractor is on-site performing services under the Statewide Contract. This includes the time in advance of scheduled assignment (usually 15 minutes unless a longer period is specified), any time preceding actual performance that the Contractor is waiting to begin performance due to delays not caused by the Contractor; such as time required by the Purchasing Entity to answer questions, or to receive any additional instructions from the Purchasing Entity. The Contractor must keep an accurate record of all performance time. The Purchasing Entity will certify this record on the completion of performance.

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Upon request, Contractors may be asked to provide documentation about vaccination history.

The minimum billable time will be one (1) hour. Defaults (interpreter(s) who do not arrive for scheduled assignments will also be billed at one (1) hour.

#### Telephonic/Video Remote Interpretation (VRI) Services:

Contractors shall comply with all Federal and State wiretapping and recording statutes, including MGL Chapter 272, Section 99 by not directly or indirectly monitoring, taping, intercepting, or recording conversations without explicit consent;

The Contractor shall provide both scheduled and unscheduled telephonic interpretation services for non-English speaking individuals 24 hours a day and 7 days a week;

Contractors shall provide, at no extra cost to the Purchasing Entity, a dedicated, toll-free, number to access interpretation services. All costs for this toll-free access will be borne by the Contractor;

Contractors *shall not* require the Purchasing Entity to purchase or obtain a specific type of equipment to access telephonic interpretation services;

The Contractor must respond to incoming calls/requests for services within an average of 15 seconds (for a live agent) or 5 seconds (for an automated voice response system);

The Contractor shall maintain an average monthly successful connection (to interpreter) time, for all languages provided, of 30 seconds or less.

All Interpreters provided by the Contractor shall be pre-qualified, tested and trained for industry standard terminology and agree to adhere to the American Society of Testing and Materials (ASTM) standard interpretation guide;

The Contractor shall provide 24-hour, toll free, Customer Support line attended to by live representatives;

Contractors must prioritize emergency, time critical, and non-time critical calls; (*i.e.* hotline and emergency room, case worker in the field). For conference call or Video Remote Interpretation (VRI) billing purposes, the contractor may bill only for the actual time an interpreter participates on a call. The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.) There will be an announcement at end of call or VRI, so all parties can disconnect.

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The Contractor shall provide an Account Team that is dedicated to support the activities provided under this initiative.

#### **Translators:**

"Translators work with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translation must also convey the style, tone and intent of the text, while taking into account differences of culture and dialect. The finished document should read as if it had originally been written in the target language for the target audience."\*

#### **Translation Services:**

- The Contractor shall be capable of receiving Source Language documents by facsimile, email or other electronic means (i.e. Microsoft Word, PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.
- From the Source Language to the Target Language, the written text of the Target Language will be determined by the Statement of Work (SOW) of the Purchasing Entity.
- The Contractor shall provide all language translation services for languages or dialects at the per word rates of the Source Language as provided within the Cost Table/Price Sheet.
- Translation documents must be delivered in both "Word" and "PDF" unless instructed differently by the Purchasing Entity.
- In expedited situations the Purchasing Entity will determine how the written document translation shall be completed in terms of word count or number of pages of the Target Language translation.

\*T&I Descriptions, NAJIT, March 5, 2016

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# How to Purchase From PRF63 Solicitation Enabled MBPOs through COMMBUYS

#### Once logged into COMMBUYS, select DOCUMENTS > REQUISITIONS > NEW

- General Tab
  - o In the drop-down menu for **Requisition Type**, be sure to select "Release."
  - o On the right hand side, select solicitation enabled.
- Items Tab- This Tab will allow you to search and add items from any of the five PRF63 MBPOs; however, items can only be selected from a single MBPO at a time per requisition. Please follow the instructions and see below for a list of all five MBPOs.
  - Select Search Items and click the + to open Advance Search fields.
  - Type "PRF63" into the **Description** field and Find It.
  - Review the Item Description to identify the correct PRF63 MBPO service category and area of expertise.
  - Select and add Quantity for the category and service area of expertise. Please Note that items can only be selected from one MBPO at a time per requisition.
  - Click Add to Req. & Exit.
  - For each line item added to the Requisition you will need to add the estimated Project or Hourly Catalog Price/Unit Cost. To do so, click Enter Info.
  - Select vendors to quote under the **Distributors Tab.**
  - Please follow the quote requirements when selecting vendors under the vendor sub tab.

#### Address Tab

- o Enter the Bill To and Ship to address for the Purchasing Entity.
- In the Attachment Tab, you will need to attach the following:
  - Statement of Work.
  - o Any other bid document (s) at your discretion.

#### Summary Tab

- o Review your Solicitation Enabled Release Requisition.
- O Send for Approval.

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# **Distributor Model Master Blanket Purchase Orders (MBPOs)**

Refer to www.COMMBUYS.com

- o Click on "Advanced Search" to search by "Document Type."
- Select "Contract/ Blankets."
- Type in "PRF63" in the "Contract/ Blankets Description" search field to find the distributor model Master Blanket Purchase Orders (MBPOs) for MBPOs listed below:

PO-17-1080-OSD03-SRC3-00000007881	PRF63-In-Person Interpretation Services
PO-17-1080-OSD03-SRC3-00000007882	PRF63-Translation Services
PO-17-1080-OSD03-SRC3-00000007883	PRF63- Telephonic Interpretation
PO-17-1080-OSD03-SRC3-00000007884	PRF63- Video Remote Interpretation
PO-17-1080-OSD03-SRC3-00000007999	PRF63 Bid and Contract Documents

## **Strategic Sourcing Team Members**

Omar Cabrera DPH
Charles Caron DPH
Cynthia Cheek EHS
Patricia Cody MRC-DDS
Joy Connell DMH
Marisa De La Paz Chase EOL
Tim Dolan DTA
Susan Guiney Burke MRC-DDS

Susan Guiney Burke MRC-D
Jodi Paris Anastos OSD
Emanuel Ramos DTA
Rosa Rodriguez MRC
Christopher Silva DTA
Sorraia Tavares OSD
Margaret Van Gelder DDS
Nhat Le MOBD

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#### **Vendor Contact Information**

- Refer to <u>www.COMMBUYS.com</u>
  - Click on "Advanced Search" to search by "Document Type"
  - Select "Contract/ Blankets,"
  - Type in "PRF63" in the "Contract/Blankets Description" search field to view all Master Blanket Purchase Orders (MBPOs) for the Awarded Vendors.

	CONTRACT		CONTACT PHONE
NAME OF VENDOR	MANAGER	EMAIL ADDRESS	NUMBER
Baystate Interpreters,	Darrin		
Inc.	Brooks	dbrooks@baystateinterpreters.com	978-632-1662
Catholic Charitable			
Bureau of the	Marjean		
Archdiocese of Boston	Perhot	marjean_perhot@ccab.org	617-464-8101
Central MA Area Health			
Education Center	John True	jtrue@centerforhealthimpact.org	508-756-6676
Certified Languages	Dickey		
International	McMath	dmcmath@certifiedlanguages.com	503-484-2317
	Tenesoya		
CPSL USA Corporation	Pawlowsky	tpawlowsky@cpsl.com	480-600-0707
Cross Cultural			
Communication	Linda		
Systems, Inc. (CCCS)	Demmons	<u>Linda_contracts@embracingculture.com</u>	781-729-3736
	Sarah		
CTS LanguageLink	Gamble	contracts@ctslanguagelink.com	360-433-0441
Fox Translation Services	Dina Reed	dina@foxcasemanagement.com	407-733-3720
Global Link Language	Anthony		
Services, Inc.	Federico	afederico@languagetranslate.com	617-451-6656
Indus Translation	Farah		
Services	Kamran	farah@industranslation.com	732-889-1490
	Madeline	info@certifiedinterpreterlink.com	413-883-4330
InterpreterLink	Cruz		
Interpreters and	Diana		
Translators, Inc.	Pagano	dpagano@ititranslates.com	860-818-1710
Interpreters Associates,			
Inc.	Art Liebl	aliebl@interpretersassociates.com	617-886-5110

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NAME OF VENDOR	CONTRACT MANAGER	EMAIL ADDRESS	CONTACT PHONE NUMBER
Interpreters	Shamus		
Unlimited, Inc.	Sayed	shamus.sayed@iugroup.com	858-866-1130
JRivera Associates, Inc.	Jose R. Rivera	mrr@jriva.com	209-405-0951
JTG, Inc.	Leyla Blanco	<u>lblanco@jtg-inc.com</u>	571-527-2794
Keylingo Translations	Richard Dealy	richard.dealy@keylingo.com	781-556-1088
Language Bridge, LLC	Lyudmila Dubinchik	mila_dubinchik@comcast.net	413-478-2598
Language Connections, Inc.	Frederique Ellis	Frederique.ellis@languageConnections.com	617-277-4204
Language Line Services	Alisa Smith	ASmith@languageline.com	831-648-7174
Languages Translation Services	Daniel Shamebo Sabore	info@advancedtranslationservices.com	253-835-0107
Lingualinx	Colin Melanson	cmelanson@lingualinx.com	518-388-9000
Lionbridge Technologies, Inc.	Ahmad Rifai	ahmad.al-rifai@lionbridge.com	202-652-4592
NWI Global	Ann Chay	achay@nwiservices.com	866-468-7769
Patricio Endara Translations	Patricio Endara	pendara@verizon.net	508-736-7030
Powerling Inc.	Anette Van De Loo	a.vandeloo@powerling.com	617-935-5678
Rapport International	Wendy Pease	wendypease@rapportintl.com	978-443-2540 x101
Telelanguage	Manuela Villa	mvilla@telelanguage.com	503-459-5655
TransFluenci, LLC	Jessica Ridley	jessica@transfluenci.com	413-737-1888
TransPerfect Global	Michael Macrina	mmacrina@transperfect.com	202-347-2300

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