

STATE OF MAINE  
Department of Administrative & Financial Services  
Agreement to Purchase Services

THIS AGREEMENT, made this 20th day of January, 2016, is by and between the State of Maine, DAFS/Division of Purchases, hereinafter called "Department," and LanguageLine Services Inc., located at 1 Lower Ragsdale Drive, Building 2, Monterey, CA 93940, telephone number 831-648-7437, hereinafter called "Provider", for the period of March 1, 2016 to December 31, 2017.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for renewal periods not to exceed 12/31/19, subject to continued availability of funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VC1000052243

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Debarment, Performance, and Non-Collusion Certification
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one (1) original copy.

Department of Administrative & Financial Services  
Division of Purchases

UNENCUMBERED  
FEB 08 2016  
NO FUNDS RESERVED  
FOR THIS CONTRACT

By: Kathy Paquette  
Kathy Paquette, Procurement Manager

and

LanguageLine Services Inc DocuSigned by:  
Michael F. Schmidt  
C4899DFDED494D7...  
Michael F. Schmidt, CFO

Total Agreement Amount: ~~\$NA used by all State Agencies~~

Approved: Mark W. Fuller FEB 08 2016  
Chair, State Purchases Review Committee  
BP54 (Rev 1/12)

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

**Telephone Based Interpreting Services**

Premier Account Executive  
 LanguageLine Solutions  
 Phone/Fax: (831) 648-7437  
 E-Mail: [esharp@languageline.com](mailto:esharp@languageline.com)

\$0.79	Min	For all Languages listed in Appendix A
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Provide 365-days a year, 7-days a week, 24-hours a day Telephone Based Interpreter Services on an "as needed" basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance.

Services will be utilized in a number of different government settings, including, but not limited to, the Department of Health and Human Services and Maine Courts, to assist government entities in meeting the needs of LEP clients who are physically in the government offices or call in by phone for assistance.

Reports - Provider will be required to provide summary and detailed usage reports quarterly to all customers and the contract manager.

<b>EQUIPMENT AND FACILITY</b>
1. Provider must have all necessary equipment, installed and functioning, to provide the services required in the contract.
2. Provider must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.
3. Provider's telephone terminal equipment must be capable of collecting the detailed call traffic information needed to produce the reports required by the contract.
4. Interpreter Services must be provided from a professional setting.

<b>CONNECTION</b>
1. On average, Provider must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Provider's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
2. On average, Provider must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
3. Provider must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

<b>CONFIDENTIALITY STATEMENT</b>
1. Provider must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract.
2. Provider must be in compliance with the <u>Health Insurance Portability and Accountability Act of 1996 (HIPAA)</u> . <a href="https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf">https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf</a>

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INTERPRETER OPERATIONAL REQUIREMENTS
1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1 <sup>st</sup> ) person.
3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.
5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client's statements.
7. In providing services to the Judicial Branch, the interpreter will abide by the terms and the <i>Standards of Professional Conduct for Interpreters Providing Services in Judicial Proceedings</i> . <a href="http://www.courts.maine.gov/maine_courts/admin/interpreters/interpreters_policy.html">http://www.courts.maine.gov/maine_courts/admin/interpreters/interpreters_policy.html</a>
8. All conversations or interpretation between the interpreter, the customer and the client will remain confidential and will not be shared with individuals unrelated to the call. Calls must only be recorded for Quality Assurance and training purposes, with exception for the Judicial Branch.
9. Judicial Branch requires all court proceedings be record for appeal purposes.
10. All LanguageLine interpreters, be it employees or contractors, are all held to the same standards, put through the same testing and training, sign the same NDAs and confidentiality agreements. If they are an interpreter with LanguageLine and have the right skill set then we are able to route calls to them.
11. Notwithstanding anything to the contrary in this Agreement, Department hereby approves Provider's use of individual non-employee interpreters who may provide service to Department pursuant to the term and condition of this Agreement.

CUSTOMER RESPONSE
1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria: <ul style="list-style-type: none"><li>i. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer's request, Provider must provide a senior administrative contact to escalate the request.</li><li>ii. Request for materials: Instructional materials <u>must</u> be mailed to the customer within two working days of receiving the request and will be customized to accommodate customer's needs.</li></ul>
2. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Provider.

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**QUALITY ASSURANCE PLAN**

1. Provider must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Provider will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints.

**INFORMATIONAL AND INSTRUCTIONAL MATERIALS**

1. Provider must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as "I Speak" cards and procedural information for accessing the services.
2. Instructional materials must also include informational language posters for the public indicating interpretation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by the State of Maine.
3. Sample informational posters must be provided to customers for approval and possible editing ~~free of charge~~ in order to suit local languages/needs. (LanguageLine can customized but at a charge.)
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

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RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Unencumbered State Agencies will use this MA on an as needed basis.
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:  
The State anticipates paying the Provider on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract.

<b>INVOICING</b>
1. Provider must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15 <sup>th</sup> day of the calendar month immediately following the month under invoice.
3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Provider will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
4. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.
5. Invoices shall contain the following information, at a minimum: <ol style="list-style-type: none"><li>i. Master Agreement number. MA 18P 1601200000000000108</li><li>ii. Date of invoice.</li><li>iii. Provider name and address.</li><li>iv. Customer account number and department name/program.</li><li>v. Date and time of each interpreter service occurrence provided.</li><li>vi. Interpreter Connection Time.</li><li>vii. Interpreted language associated with the call.</li><li>viii. Customer Contract/Phone number</li><li>ix. Total dollar amount due.</li><li>x. Total number of calls interpreted.</li><li>xi. Total number of billable interpretation minutes.</li><li>xii. Duration of the interpreter service provided, measured in tenth of a minute increments.</li><li>xiii. Contract rate per minute.</li><li>xiv. For Judicial Branch Calls, the courthouse locations.</li><li>xv. For Judicial Branch calls, the docket/matter number of the proceeding or notation that the call is at a clerk's window.</li></ol>

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

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3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Kathy Paquette  
Title: Procurement Manager  
Address: Burton M. Cross Building  
9 State House Station  
Augusta, ME 04333  
Tel: 207-624-7877  
Email: Kathy.L.Paquette@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

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10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

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15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

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22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C  
EXCEPTIONS TO RIDER B

No Exceptions to Rider B

RIDER D

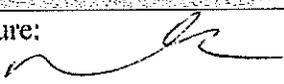
**Debarment, Performance, and Non-Collusion Certification**

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- 2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- 3. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Michael F. Schmidt	Title: CFO
Authorized Signature: 	Date: 12.2.15

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RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**



**United States. Please identify state: Maine**



**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

Appendix A

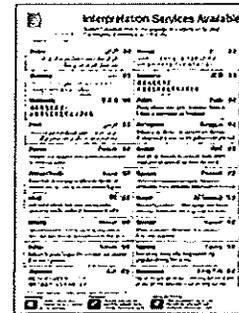
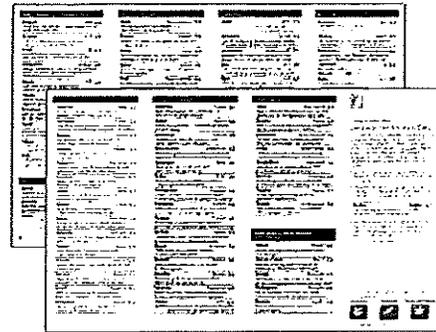
Description		Indicate (Yes or No)		
<b>LANGUAGES</b>				
1. Bidder should be able to provide Telephone Based Interpreter Services for all languages/dialects listed below (at a minimum): If you indicate No, circle each language unable to provide.				
Acholi	Dinka	Inupiaq <small>Not at this time</small>	Moroccan Arabic	Swahili
Akan	Dutch	Iraqi Arabic	Mubarak <small>Not at this time</small>	Swedish
Albanian	Ewe	Italian	Nepali	Syrian Arabic
Amharic	Estonian	Japanese	Norwegian	Tagalog
Apache	Farsi	Karen	Nuer	Taiwanese
Arabic	Finnish	Kashmiri	Oromo	Tamil
Armenian	Flemish	Khmer	Pashto	Tewa <small>Not at this time</small>
Assyrian	French	Kinyarwanda	Patois	Thai
Bambara	French Canadian	Kirundi	Persian	Tiwa <small>Not at this time</small>
Behdini	French Creole	Korean	Polish	Tibetan
Bengali	Fukienese	Krio	Portuguese Brazilian	Tigrinya
Bosnian	Fulani	Kunama	Portuguese Creole	Taishanese
Bulgarian	Fuzhou	Kurdish	Portuguese European	Tigrinya
Burmese	Georgian	Laotian	Punjabi	Taishanese
Cambodian	German	Latvian	Russian	Tongan
Cantonese	Greek	Lingala	Romanian	Towa <small>Not at this time</small>
Cape Verde Creole	Gujarati	Lithuanian	Samoan	Turkish
Catalan	Haitian Creole	MaayMaay	Serbian	Ukrainian
Chin	Hausa	Macedonian	Serbo Croatian	Urdu
Chuukese	Hebrew	Malay	Sicilian	Uzbek
Chinese	Hindi	Malayalam	Sinhalese	Vietnamese
Chiu-Chow	Hmong	Mandarin	Slovak	Wolof
Croatian	Hungarian	Marshallese	Somali	Yoruba
Czech	Ibo	Mien	Sorani	Yupik <small>Not at this time</small>
Danish	Ilocano	Mixteco	Spanish	
Dari	Indonesian	Mongolian	Sudanese Arabic	



## Training Materials and Support Tools

### TOOLS TO IDENTIFY LANGUAGES AND PROMOTE INTERPRETING SERVICES

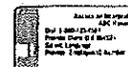
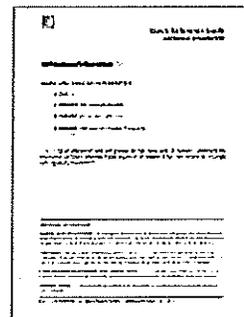
- ❑ **Language ID Card** - This is a brochure that contains the translation into 99 languages of the statement, "Point to your language. An interpreter will be called. The interpreter is provided at no cost to you." Also available as a flat laminated card, this tool aids end users in identifying the preferred language of the limited English proficient individuals they are assisting. The languages are grouped by geographical region of the world where they are most commonly spoken. The English equivalent is also listed so that staff can identify the correct language.
- ❑ **Language ID Poster and Desktop Display** - These tools are available as an 18" x 24" poster and an 8 ½" x 11" self-standing display. They contain the translation into 20 languages of the statement, "Point to your language. An interpreter will be called. The interpreter is provided at no cost to you." The purpose of both of these tools is to alert limited English proficient individuals about the availability of Interpreter Services at your organization and to aid end users in identifying the preferred language of the limited English proficient individuals they are assisting.



### TOOLS FOR EFFECTIVELY ACCESSING INTERPRETING SERVICES

**Quick Reference Guides (QRG)** – A variety of tools for easy reference which contain instructions specific to your organization on how to access an interpreter.

- ❑ **QRG Postcard** – A 4" x 6" card. You can keep the postcard near your phone or computer, post it on a bulletin board or in other key areas.
- ❑ **QRG Flyer** – An 8 ½" x 11" sheet. Available electronically so it can be distributed via e-mail to end users or as a hard copy which can be posted on bulletin boards or in other key areas.
- ❑ **QRG Badge** – A 3 3/8" x 2 1/8" durable plastic card with a slot that can be attached to your ID badge so it's always handy. It can hang vertically or horizontally.
- ❑ **QRG Label** – A 1 1/4" x 2 3/8" vinyl label. Place it on or near phones, on the back of your ID badge or in other key areas.



**FOR MORE INFORMATION OR TO ORDER:**  
[www.pacificinterpreters.com](http://www.pacificinterpreters.com) / 1-800-324-8060

# Interpretation Services Available



pacificinterpreters<sup>SM</sup>  
A LanguageLine Solutions® Company

**English Translation:** Point to your language. An interpreter will be called.  
The interpreter is provided at no cost to you.

<p><b>Arabic</b> عربي </p> <p>أشر إلى لغتك. وسيتم الاتصال بمترجم فوري. كما سيتم إحضار المترجم الفوري مجاناً.</p>	<p><b>Korean</b> 한국어 </p> <p>귀하께서 사용하는 언어를 지정하시면 해당 언어 통역 서비스를 무료로 제공해 드립니다.</p>
<p><b>Burmese</b> မြန်မာ </p> <p>သင့်ဘာသာစကားကို ညွှန်ပြပါ။ စကားပြန် ဝေါဟာရပေးပါမယ်။ သင့်အတွက် စကားပြန် အခမဲ့ ပေးပါမယ်။</p>	<p><b>Mandarin</b> 國語 </p> <p>請指認您的語言， 以便為您提供免費的口譯服務。</p>
<p><b>Cantonese</b> 廣東話 </p> <p>請指認您的語言， 以便為您提供免費的口譯服務。</p>	<p><b>Polish</b> Polski </p> <p>Proszę wskazać swój język i wezwiemy tłumacza. Usługa ta zapewniana jest bezpłatnie.</p>
<p><b>Farsi</b> فارسي </p> <p>زبان مورد نظر خود را مشخص کنید. یک مترجم برای شما درخواست خواهد شد. مترجم بصورت رایگان در اختیار شما قرار می گیرد.</p>	<p><b>Portuguese</b> Português </p> <p>Indique o seu idioma. Um intérprete será chamado. A interpretação é fornecida sem qualquer custo para você.</p>
<p><b>French</b> Français </p> <p>Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.</p>	<p><b>Punjabi</b> ਪੰਜਾਬੀ </p> <p>ਆਪਣੀ ਭਾਸ਼ਾ ਵੱਲ ਇਸ਼ਾਰਾ ਕਰੋ। ਜਿਸ ਮੁਤਾਬਕ ਇਕ ਦੁਬਾਰੀਆ ਬੁਲਾਇਆ ਜਾਵੇਗਾ। ਤੁਹਾਡੇ ਲਈ ਦੁਬਾਰੀਆ ਦੀ ਮੁਫਤ ਇੰਤਜ਼ਾਮ ਕੀਤਾ ਜਾਂਦਾ ਹੈ।</p>
<p><b>Haitian Creole</b> Kreyòl </p> <p>Lonje dwèt ou sou lang ou pale a epi n ap rele yon entèprèt pou ou. Nou ba ou sèvis entèprèt la gratis.</p>	<p><b>Russian</b> Русский </p> <p>Укажите язык, на котором вы говорите. Вам вызовут переводчика. Услуги переводчика предоставляются бесплатно.</p>
<p><b>Hindi</b> हिंदी </p> <p>अपनी भाषा को इंगित करें। जिसके अनुसार आपके लिए दुभाषिया बुलाया जाएगा। आपके लिए दुभाषिया की निशुल्क व्यवस्था की जाती है।</p>	<p><b>Somali</b> Af-Soomaali </p> <p>Farta ku fiqluqadaada... Waxa laguugu yeeri doonaa turjubaan. Turjubaanka wax lacagi kaaga bixi mayso.</p>
<p><b>Hmong</b> Hmoob </p> <p>Taw rau koj hom lus. Yuav hu rau ib tug neeg txhais lus. Yuav muaj neeg txhais lus yam uas koj tsis tau them dab tsi.</p>	<p><b>Spanish</b> Español </p> <p>Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.</p>
<p><b>Italian</b> Italiano </p> <p>Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.</p>	<p><b>Tagalog</b> Tagalog </p> <p>Ituro po ang inyong wika. Isang tagasalin ang ipagkakaloob nang libre sa inyo.</p>
<p><b>Japanese</b> 日本語 </p> <p>あなたの話す言語を指してください。 無料で通訳サービスを提供します。</p>	<p><b>Vietnamese</b> Tiếng Việt </p> <p>Hãy chỉ vào ngôn ngữ của quý vị. Một thông dịch viên sẽ được gọi đến, quý vị sẽ không phải trả tiền cho thông dịch viên.</p>

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Language Solutions: Over-the-Phone, Video Remote, and Onsite Interpreting / Bilingual and Interpreter Staff Testing and Training / Translation and Localization

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Mid- and South-East Asia

Table listing languages from Bengal, Gujarati, Hindi, Malayalam, Nepali, Punjabi, Sinhalese, Tamil, and Telugu. Each entry includes the language name in English and its native script, along with a brief description of the service.

Africa - continued

Table listing languages from Dinka, French, Hausa, Italian, Nuer, Oromo, Portuguese, Portuguese Creole, Somali, Swahili, and Tigrinya. Each entry includes the language name in English and its native script, along with a brief description of the service.

Middle East

Table listing languages from Arabic, Armenian, Azerbaijani, Dari, Farsi, Hebrew, Kurdish, Pashto, and Turkish. Each entry includes the language name in English and its native script, along with a brief description of the service.

Asia - continued

Table listing languages from Burmese, Hmong, Indonesian, Japanese, Karen, Khmer (Cambodian), Korean, Laotian, Malay, Mien, Mongolian, Thai, and Vietnamese. Each entry includes the language name in English and its native script, along with a brief description of the service.

Africa

Table listing languages from Acholi, Amharic, and Arabic. Each entry includes the language name in English and its native script, along with a brief description of the service.

China

Table listing languages from Cantonese, Chaochow, Fukienese, Mandarin, Shanghai, Taiwanese, and Toisanese. Each entry includes the language name in English and its native script, along with a brief description of the service.

