

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

THIS AGREEMENT, made this 27th day of March, 2018, is by and between the State of Maine, Department of Administrative and Financial Services, Division of Procurement Services, hereinafter called "Department," and Latin American Translators Network (LATN), Inc., located at 1720 Peachtree Street, NW, Suite 532, Atlanta, GA 30309, telephone number 800-943-5286, hereinafter called "Provider", for the period of Start Date April 2, 2018 End Date March 31, 2020. Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for an additional three-year period and subject to continued availability of funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VC0000226507

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 & 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 original copy.

Provider: Latin American Translators Network (LATN), Inc.

By: 
Alicia V. Mitchell, President

Date: 3-27-2018

and

Department of Administrative and Financial Services
Division of Procurement Services

By: 
Jaime C. Schorr, Chief Procurement Officer

Date: 4-3-18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

Provider's Organization Name:	Latin American Translators Network (L A T N), Inc.		
Provider's Vendor Code Number:	VC0000226507		
Account Representative:	Miranda Zhang		
Tel:	800-943-L A T N (5286)	E-mail:	<u>translations@latn.com</u>

Ordering Process: Request can be received by the following methods:
Email: <u>translations@latn.com</u>
Fax: 1-888-511-6233
Online: <u>https://latn.com/online-request/</u>
Available via telephone at 1-800-943-5286 24/7/365

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

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A. DEFINITIONS

L A T N Translation Service Categories

- Translation
L A T N is known for delivering meticulous and accurate translations –largely due to the skill of our translators and staff, and a developed three-step process(translation-editing-proofreading).
- Editing
Editing is provided as a separate service for previously-translated documents with recent changes. Also recommended for documents translated through an internal process within the client organization in need of verification of translated content for possible improvement. All editor comments and suggested changes are then submitted together with a final version of the edited document.
- Proofreading
Provided as a separate service for review of client-produced previously translated content, usually to detect omissions, inconsistency and mistranslations. Also recommended after a translated text is placed in a desktop-publishing format, to detect possible text misplacement, missing punctuation, font recognition errors, and text cut by space restrictions.
- Localization
Content and translation adaptation to achieve more effective communication when addressing a specific audience and cultural group. Localization goes beyond direct language translation; it includes components that appeal to the customs, particular expressions and cultural makeup of the target audience.
- Transcreation
Adaptation of a message created in one language to achieve the same impact in the target language. Our transcreation specialists adapt creative ideas designed for one language, and recreate them for specific comprehension and impact in another language.
Performed by a specialized team with expertise in reaching audiences via advertising and marketing. Transcreation accounts for cultural differences, so your intended message is correctly comprehended and appreciated using unique phrasing to best appeal to the audience.
- Website translation
L A T N works with web development teams to coordinate the translation of web content; not only visible data, but also searchable metadata and accessibility data related to the website.
- Software and Application Localization
Our project management team, paired with the client development team, evaluates each screen/user interface option to ensure complete adaptation of a software or application into another language.
Includes revision of the resulting screens for final interface proofreading.

- Desktop publishing
LATN works with graphic designers proficient in the target language and experienced in solving design challenges particular to the conversion of documents into other languages. Our creative team produces an adaptation of the original document in the target language in the exact same format of the original version. Typically takes place at the very end of the translation process, when requested.
- Transcription
We work closely with transcriptionists in multiple languages who produce a written version of audio recordings. Audio converted to written transcription may then be translated as needed.
- Document Accessibility
Preparation of accessible translated documents in accordance with HHS Section 508 guidelines (all website content be accessible to people with disabilities).

B. INTRODUCTION/OVERVIEW

This contract is to provide the State of Maine and all branches and entities within Maine with accurate, meaning-for-meaning written translation services in eight (8) of the most commonly spoken non-English languages in the State: Arabic, Chinese, French, Khmer, Russian, Somali, Spanish, and Vietnamese, as well as other languages needed to communicate effectively with individuals within the state. Full list of languages provided on page 7.

This contract is entered into by the Department and the Provider pursuant to RFP #201711181. The RFP, RFP questions and answers, and the Provider's proposal are incorporated into this contract by reference.

This contract is available to political subdivisions, municipalities and school districts. The Provider has agreed to offer Written Document Translation Services to these entities through separate contracts under the same terms offered to the State.

C. DELIVERABLES

1. Provide translation of documents/forms from English to a specified foreign language including, but not limited to, legal documents, posters, brochures, leaflets, notices, correspondence, study guides and applications and/or the conversion of technical or complex forms.
 - a. Ownership and copyright of the native and resulting translated documents/forms will remain with the State branch and/or agency who will distribute at will to the general public and other State branches and/or agencies.
2. Receive and transmit drafts and final versions of documents forms from, and to, the requesting State branch and/or agency in writing, which includes secure e-mail, electronic file attachments to e-mail, web portal and/or facsimile, United States Postal Services mail or overnight services as requested by the State branch or agency.
3. Provide completed translate documents/forms in the format requested by the State branch and/or agency. Such formats include, but not limited to, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe PDF (read and create) or the equivalent of each format.
4. Provide the capacity and infrastructure to deliver accurate, meaning-for-meaning translated documents/forms in specified foreign language.
5. Develop and implement formal methodology (e.g., testing) for assessing the skills of translators who translate documents/forms from English to a specified foreign language.
6. Develop and implement formal internal organizational procedures which provide high quality proofreading of all translated document/forms by a second (2nd) human translator.
7. Utilize technological capability to produce electronic files of documents to meet specific translation category requirements.

8. Ensure translated documents/forms match the format and design of the original English document/form to the greatest extent possible.
 - a. Text formatting shall be exact, including tabs, indentations, bullets, margins and copy justification and shall remain consistent in fonts and sizes throughout each document/form.
9. Translate documents/forms at the providers facility.

D. BEST PRACTICES

Translations shall be completed by human translators working under the providers direction with the requisite skills and abilities to develop accurate written translation in the specified foreign languages. No use of computer aided translation software and/or machine translations to translate documents/forms will be allowed.

Provider shall adhere to three-step translation process: Translation-Editing-Proofreading, in compliance with industry standard.

Provider shall follow industry best practices and ensures that translated files match the source content, format and design.

The provider shall ensure translators have:

1. The ability to read and write in English and the specified foreign language;
2. Knowledge of formal aspects of specified foreign language at a native level including grammar, spelling, punctuation, capitalization and syntax;
3. Knowledge of cultural aspects of English and the specified foreign language groups;
4. Have the specified foreign language as their native speaking language;
5. Knowledge of the colloquial lexicon;
6. The ability to convey meaning rather than word-for-word translation;
7. The ability to certify as accurate by each translator with statement "I L A T N do hereby declare that the attached true and correct translations of the English language original"; and
8. HIPAA certification and comply with strict Federal and State confidentiality regulations.

E. ORDERING PROCESS

State branches and/or agencies may place individual orders for written translation services through the issuance of a Delivery Order (DO).

1. Establish an individual account for State branches and/or agencies that elect to purchase written translation services directly with the provider.
2. State branches and/or agencies may place individual orders for written translation via email to translations@latn.com, via fax at 1-888-511-6233, or online (secure website) at <https://latn.com/online-request>.
3. Providers translation team shall confirm receipt of translation request with one (1) business day of receipt of order.
 - a. Specify the maximum attachment size limit and alternatives for the State branch and/or agency for transmitting files larger than the specified maximum allowance.

F. CUSTOMER SERVICE

Ensure customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of service issues. The customer service process shall include, but is not limited to:

- a. Maintain 24/7/365 Customer service via telephone 1-800-943-5286, via email at translations@latn.com via fax at 1-888-511-6233 and online at <https://latn.com/online-request/>
- b. Follow-up process on project status, inquiries and questions and the following states of work:
 - i. Receipt of translation request
 - ii. Email, phone call or fax inquiry or questions
 - iii. Confirmation of project approval
 - iv. Status check regarding requests left in "pending" status beyond a few business days
 - v. Project delivery
 - vi. Invoice submission
 - vii. Report submission
 - viii. Quality review and feedback request
 - ix. Client satisfaction
- c. Escalation process to resolve outstanding customer service issues.

G. REPORTS

The provider shall:

1. Provide to the contract administrator a quarterly report no later than thirty (30) days after the end of each quarter which includes:
 - a. Summary of the translated content, such as document title or description
 - b. Status of each translation request, including "Translation Approved", "Completed and Billed", and "Completed and Paid"
 - c. Name and details of requesting branch, agency and other identifying details such as delivery order number
 - d. Number of words and/or pages translated
 - e. Language pairs
 - f. Total value ordered and completed during the quarter

H. CONFIDENTIALITY

The provider shall:

1. Comply with all Federal and State statutes, regulations and rules governing the protection of identifiable consumer's information including, but not limited to, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), its updates, rules and regulations promulgated thereunder. The provider's translators shall execute and comply with a confidentiality agreement and adhere to industry best practices.
2. To the extent, the provider is considered a Business Associate under HIPAA, the awarded provider shall execute and comply with the terms of the State branches and/or agencies Business Associate Agreement, which shall be incorporated into the resulting Agreement. Failure to comply with the terms of the Business Associate Agreement shall constitute a basis for a breach of contract under the resulting Agreement. The Business Associate Agreement can be found on the Department website at the following link: <https://www1.maine.gov/dhhs/contracts/contract-2018/documents/Business-Associate-Agreement.pdf>
3. To the extent that the services carried out under the resulting Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through State branch and/or agencies ("Protected Information"), the provider agrees to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and State branches and/or agencies policy, b) contact the State branch and/or agency within 24 hours of a privacy or security incident that actually or potentially could be a breach of

Protected Information and c) cooperate with the State branch and/or agency in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by the provider or one of its subcontractors or agents, the provider agrees to pay the cost of notification as well as any financial costs and/or penalties incurred by the State branches and/or agencies as a result of such breach.

List of languages offered:

Beyond the most commonly spoken languages in Maine, LATN currently offers the following languages for written translations. Our team is always screening linguists to expand our capabilities; contact us if you need a language not listed.

Acholi	Chinese, Simplified	Greek	Karenni	Mon	Soninke
Afrikaans	Chinese, Traditional	Gujarati	Khmer (Cambodian)	Montenegrin	Spanish
Akan	Chuukese	Haitian Creole	Kikuyu	Ndebele	Swahili
Albanian	Czech	Hakha Chin (Lai)	Kinyarwanda	Nepali	Swedish
Amharic	Danish	Hausa	Kirundi	Norwegian	Tagalog
Arabic	Dari	Hawaiian	Korean	Nuer	Tedim Chin (Zomi)
Armenian	Dinka	Hebrew	Kunama	Oriya	Telugu
Assamese	Dutch	Hindi	Kurdish	Oromo	Thai
Bahasa (Indonesian)	English	Hmong Green	Lao	Pashto	Tigrinya
Balochi	Estonian	Hmong White	Latin	Polish	Tongan
Bambara	Falam Chin (Laizo)	Hungarian	Lebanese (Levantine Arabic)	Portuguese	Turkish
Bengali	Faroese	Icelandic	Lingala	Punjabi	Ukrainian
Berber	Farsi (Persian)	Igbo	Lithuanian	Romanian	Urdu
Bodo	Fijian	Ilocano	Luo	Russian	Venda (Tsiuuien)
Bosnian	Finnish	Italian	Maay Maay	Sepedi	Vietnamese
Braille	Flemish	Japanese	Macedonian	Serbian	Wolof
Bulgarian	French	Javanese	Malay	Sereer	Xhosa
Burmese	Fulani	Kachin	Malayalam	Slovak	Yawi
Catalan	Georgian	Kannada	Marshallese	Slovenian	Yoruba
Chichewa	German	Karen	Moldovan	Somali	Zulu

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$Unencumbered State Agencies will use this Master Agreement on an as needed basis.
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Fixed Cost per English Word rate for the eight (8) most commonly spoke non-English languages in the State: Somali, Arabic (Modern Standard), French (Canadian is more prevalent), Spanish (Latin American format), Chinese, Khmer, Russian, Vietnamese	\$ 0.19/word
Fixed Cost per English Word rate for all other languages	\$ 0.22/word

Additional Services and Service Terms

Service Description	Rate	Minimum
Back Translation	65% of translation rate	300 words
Community/Field Review	\$60.00/hour	1 hour
Assessment of Accuracy	\$55.00/hour	1 hour
Formatting/DTP	\$50.00/hour	1 hour
Document Accessibility	\$60.00/hour	1 hour
Audio Transcription – English or Spanish	\$55.00/hour	1 hour
Audio Transcription – Other Languages	\$65.00/hour	1 hour
Braille Transcription	\$0.12/word	300 words
Copy of Braille Transcription	\$1.50/copy	1 copy

(*) TRANSLATION TERMS:

- “Translation” services include translation, editing by a 2nd professional linguist, proofreading and basic formatting as stated in scope of services, including maintaining fonts, header/footers, tabs and text formatting.
- Minimum word count: 300 words
- Cancellation: If cancelled once the project has begun, the total word count translated by the time of the cancellation will apply, with a minimum of 300 words.
- These rates do not include rush fees nor formatting/desktop publishing charges.
- Turnaround time: 2 business days for the first 3000 words; one additional business day per 3000-word increment
- Rush Fee: 25% of the total cost of the project

() EDITING ONLY TERMS:**

- **Previously translated documents presented to LAT N may be eligible for the “Editing-only” rate when:**
 - Documents were previously translated by a member of the client organization
 - Documents were previously translated by LAT N and subsequently modified by the client organization
- This editing rate does not apply to documents translated using machine translation technologies.
- LAT N will advise the client when a document, previously translated by a party other than LAT N, is not editable.
- Minimum charge for editing-only services: 500 words

- Cancellation: If cancelled once the project has begun, the total word count translated by the time of the cancellation will apply, with a minimum of 500 words.
- These rates do not include rush fees nor formatting/desktop publishing charges.
- Turnaround time: 2 business days for the first 3000 words, one additional business day per 3000-word increment

TRANSCRIPTION TERMS:

- Transcription fees charged according to audio duration, number of speakers and audio quality.
- LATN will advise when audio quality may impact transcription results and when additional transcription time may be necessary to render transcription.
- Minimum duration – 1 hour. Unit price based on whole hours.
- Cancellation: If cancelled once the project has begun, the total audio transcribed by the time of the cancellation will apply, with a minimum of 1 hour.
- Translation charges billed separately from audio transcription.

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, 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 MA number, Agency Deliver Order 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.

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 Analyst Manager
 Address: 9 State House Station, Augusta, ME 04333-0009

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.

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.

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.

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 affected 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.
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.

RIDER C
EXCEPTIONS TO RIDER B

N/A

RIDER D
Debarment, Performance & Non-Collusion Certification

State of Maine
Department of Administrative and Financial
Services Bureau of Business Management
Division of Procurement Services
DEBARMENT, PERFORMANCE & NON-COLLUSION
CERTIFICATION RFP# 201711181
Written Document Translation Services

Providers Organization Name : Latin American Translators Network (LATN), Inc.

*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:*

- a. 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.*
- b. 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.*
- c. 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.*

Name (Print): Alicia V. Mitchell	Title: President
Authorized Signature: 	Date: 12-1-17

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: GA



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the Information provided above.