

NEW YORK STATE OFFICE FOR THE AGING

2 Empire State Plaza, Albany, NY 12223-1251

Andrew M. Cuomo, Governor

Greg Olsen, Acting Director

An Equal Opportunity Employer

INFORMATION MEMORANDUM

Number 12-IM-03

Supersedes

Expiration Date

DATE: July 17, 2012

TO: AAA Directors

SUBJECT: Telephonic Interpretation through New York State Office of General Services (OGS) Centralized Contracts

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PURPOSE: Under the newly issued 12-PI-08, Area Agencies on Aging (AAAs) must have, at a minimum, a telephonic interpretation provider in place by October 1, 2012 (please see PI). This Information Memorandum (IM) is issued as a companion to 12-PI-08 Equal Access to Services and Targeting Policy, to provide additional guidance for eligible AAAs in accessing New York State centralized contracts for telephonic interpretation.

BACKGROUND: The OGS Procurement Services Group establishes contracts for commodities, services and technology that are commonly used within New York State governmental entities. These centralized contracts include vendors who provide interpretation and translation services. Eligible AAAs may access OGS centralized contracts once they have an OGS account and ID number. AAAs are not required to use the OGS centralized contracts if they do not wish to do so. In many instances, AAAs may have cost savings if they choose to use an OGS contract vendor.

The current OGS contract for these services, with contact information (see Customer Services information on page one), is attached to this IM. Please note that obtaining an OGS account may provide options for cost savings in other areas as well. The contracts may be useful to localities and other entities authorized to use them because they are established through a competitive bidding system and therefore meet the competitive bidding requirements of General Municipal Law.

OGS ACCOUNTS AND ID: To use OGS centralized contracts, eligible AAAs will need an OGS account and ID number (only OGS can confirm eligibility). If your AAA does not have an account, you may wish to check with your County, where applicable, to see if the County has an account number that your AAA can use to access the OGS system.

If you wish to set up an OGS account, you can establish eligibility by contacting OGS by e-mail (customer.services@ogs.ny.gov) or phone (518) 474-6717: ask for Heather Dolan). OGS Customer Services representatives will provide the application to be completed and returned to Customer Services. OGS processes applications within a few days, responding to applicants with a customer number if eligibility requirements are met.

TELEPHONIC LANGUAGE INTERPRETATION SERVICES: Telephonic interpretation services are a cost effective means of providing language access to consumers. While this service may not meet the legal obligations of all AAAs, particularly those with significant populations of older adults with limited English proficiency, it is a basic tool that all AAAs need in serving the increasingly diverse people of New York State and meeting legal obligations as described in 12-PI-08.

A description of how a typical telephonic interpretation service may work follows:

- The agency first sets up a contract with the vendor of choice. In most instances, there is no charge to set up the contract.
- Many language services providers will train AAA staff free of charge (once a contract is established) on how to use the telephonic interpretation services. Some reference tools may be provided at no cost as well.
- To use the service, staff requiring interpretation assistance will dial a toll-free number. Services are usually billed in one-minute increments and billing begins only when the interpreter comes on the line.
- If it is necessary to use the telephonic interpretation service to identify the correct language for which interpretation is needed, charges usually do not begin until the correct language is identified and the correct interpreter is on the line.
- **For an example on how a telephonic interpretation service works, please see this link: <http://www.languageline.com/page/qanda/> ***

* This link is for informational purposes only and not an endorsement by NYSOFA of this provider or its services.

QUESTIONS:

Please contact NYSOFA's Director of Equal Opportunity and Diversity Management at 518-473-7342, if you have any questions regarding this IM.

PROGRAMS AFFECTED:

- | | | | | |
|---|---|---|---|---|
| <input checked="" type="checkbox"/> Title III-D | <input checked="" type="checkbox"/> Title III-E | <input checked="" type="checkbox"/> Title III-B | <input checked="" type="checkbox"/> Title III-C-1 | <input checked="" type="checkbox"/> Title III-C-2 |
| <input checked="" type="checkbox"/> EISEP | <input checked="" type="checkbox"/> NSIP | <input checked="" type="checkbox"/> CSE | <input checked="" type="checkbox"/> SNAP | <input checked="" type="checkbox"/> Energy |
| | | <input checked="" type="checkbox"/> Title V | <input checked="" type="checkbox"/> HIICAP | <input checked="" type="checkbox"/> LTCOP |

Other:

CONTACT PERSON:

Carol Bradwell, Director
Equal Opportunity and Diversity Management

TELEPHONE:

(518) 473-7342

Attachment:

OGS Contract Award Notification*

(*Please disregard the contract period dates at this time.)

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group - 73005 TRANSLATING AND INTERPRETING SERVICE Classification Codes: 82 & 86
Award Number	:	20487 (Replaces PGB-02318)
Contract Period	:	August 10, 2007 through August 9, 2012
Bid Opening Date	:	December 12, 2006
Date of Issue	:	August 10, 2007 (Revised January 27, 2011)
Specification Reference	:	As Incorporated In The Invitation for Bid (IFB) and IFB Addendum #1 Dated 11/21/06
Contractor Information	:	Appears on Page 5 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Dewan Bristo Title : Purchasing Officer I Phone : 518-486-2519 Fax : 518-402-5331 E-mail : dewan.bristo@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The contract provides translation and interpretation (including telephone interpretation) services. Translating services include document translation, formulating lexicons, localizing, proofreading and formatting. Interpreting services is provided on-site or over-the-phone 24 hours a day, 7 days a week.

PR # 020487

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LIST OF CONTRACTORS**NOTE: See individual contract items to determine actual awardees.**

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed. ID. #</u>
PS63092 SB	GENEVA WORLDWIDE, INC. 261 West 35 th St. Suite 700 New York, NY 10001 <i>DISC: \$ 0.01 PER WORD FOR VOLUMES 30,000+ WORDS</i>	(212) 255-8400, ext. 111 877-GO-GENEVA (212) 255-8409 Fax Craig Buckstein cbuckstein@genevaworldwide.com www.genevaworldwide.com	13-3897160
PS63093	LANGUAGE LINE SERVICES, INC. One Lower Ragsdale Dr. Building 2 Monterey, CA 93940	(877) 862-1302 (831) 868-7432 Fax Julie Metzger Jmetzger@languageline.com www.languageline.com	77-0586710
PS63094 MWBE	LANGUAGE SERVICES ASSOCIATES, INC. 607 N. Easton Road Building C Willow Grove, PA 19090	(800) 305-9673 ext. 55101 (215) 659-7210 Fax Laura Schriver lschriver@lsaweb.com www.LSAweb.com	23-2831198
	Translation requests can be sent directly to: On-location requests can be sent directly to:	translations@lsaweb.com onlocation@lsaweb.com	
PS63095 SB	LANGUAGES R US, INC. 89-00 Suthphin Boulevard Suite 406 Jamaica, NY 11435 <i>DISC: 1%, NYS PROCUREMENT CARD PURCHASE</i>	(718) 725-2800 (718) 725-6100 Fax Juan Antonio Sanchez LanguagesRUs@hotmail.com www.eLanguagesRUs.com	11-3276315
PS63096 SB	LEGAL INTERPRETING SERVICES 26 Court Street, Suite 2003 Brooklyn, NY 11242	(718) 237-8919 (718) 237-0956 Fax Alex Shurchin ashurchin@lis-translations.com www.lis-translations.com	11-3245448

LIST OF CONTRACTORS (cont'd.)**NOTE:** See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed. ID. #</u>
PS63098	SOS INTERNATIONAL LTD. 1881 Campus Commons Dr. Suite 105 Reston, VA 20191	(703) 391-9680 (703) 391-9781 Fax Luke Pingel lpingel@sosilt.com www.sosilt.com	13-3769986
PS63099 SB	THE TRUSTFORTE CORPORATION D/B/A TRUSTFORTE LANGUAGE SERVICES 271 Madison Ave. 3 rd Floor New York, NY 10016 <i>DISC: \$ 0.02 PER WORD FOR VOLUMES 15,000-30,000+ WORDS</i> <i>DISC: \$ 0.04 PER WORD FOR VOLUMES 30,000+ WORDS</i> <i>DISC: 5%, NYS PROCUREMENT CARD PURCHASE</i>	(212) 481-4980, ext. 303 (212) 481-4971 Fax Barry Silberzweig bsilberzweig@trustfortelanguages.com	13-3703116

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**Translating and Interpreting Service
AWARD # 20487**

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the Authorized user should be familiar with and follow the terms and conditions governing its use which appears at the end of this document. The Authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an Authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The Authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and in the best interests of the State).

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form. See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

PROCUREMENT LOBBYING TERMINATION

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notification terms of this contract.

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY	Language Services Associates, Inc.	Geneva Worldwide, Inc.	The Trustforte Corporation d/b/a Trustforte Language Services
LOT 1 – WRITTEN TRANSLATION OF DOCUMENTS			
Item 1 – Group A	<u>Price per Word</u>	<u>Price per Word</u>	<u>Price per Word</u>
Cantonese	\$0.18	\$0.18	\$0.23
French	\$0.17	\$0.17	\$0.17
Haitian Creole	\$0.18	\$0.19	\$0.18
Mandarin	\$0.18	\$0.18	\$0.23
Russian	\$0.17	\$0.17	\$0.17
Spanish	\$0.17	\$0.15	\$0.23
Item 2 – Group B	<u>Price per Word</u>	<u>Price per Word</u>	<u>Price per Word</u>
Albanian	\$0.21	\$0.21	\$0.17
Arabic	\$0.26	\$0.20	\$0.19
Bengali	\$0.18	\$0.24	\$0.20
Danish	\$0.08	\$0.20	\$0.16
Dutch	\$0.08	\$0.20	\$0.16
Flemish	\$0.05	\$0.20	\$0.12
German	\$0.17	\$0.19	\$0.17
Greek	\$0.21	\$0.21	\$0.16
Hebrew	\$0.26	\$0.21	\$0.17
Indian	\$0.10	\$0.24	\$0.22
Italian	\$0.12	\$0.18	\$0.17
Korean	\$0.26	\$0.21	\$0.22
Norwegian	\$0.08	\$0.21	\$0.15
Polish	\$0.20	\$0.21	\$0.20
Portuguese	\$0.18	\$0.17	\$0.19
Romanian	\$0.30	\$0.21	\$0.17
Serbo-Croatian	\$0.24	\$0.21	\$0.16
Ukrainian	\$0.19	\$0.21	\$0.16
Urdu	\$0.18	\$0.24	\$0.22
Vietnamese	\$0.26	\$0.24	\$0.19

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY			
<i>LOT 1 – WRITTEN TRANSLATION OF DOCUMENTS (cont'd)</i>	Language Services Associates, Inc.	Geneva Worldwide, Inc.	The Trustforte Corporation d/b/a Trustforte Language Services
Item 3 – Group C	<u>Price per Word</u>	<u>Price per Word</u>	<u>Price per Word</u>
All other languages	\$0.25	\$0.24	\$0.17
Other Services/ Contractor Specific Services:			
Rush Translation (less than 3 days) % Additional	20%	0%	25%
Price per word discount for volumes of 15,000 to 30,000 words			\$0.02
Price per word discount for volumes over 30,000 words		\$0.01	\$0.04

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY			
<i>LOT II – INTERPRETATION SERVICES – Consecutive Interpreters</i>	Geneva Worldwide, Inc.	SOS International LTD	Language Services Associates, Inc.
Item 1 – Group A	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
Cantonese	\$64.99	\$68.00	\$71.00
French	\$29.99	\$68.00	\$61.50
Haitian Creole	\$52.99	\$57.00	\$61.50
Mandarin	\$64.99	\$68.00	\$71.00
Russian	\$58.99	\$68.00	\$66.50
Spanish	\$48.99	\$55.00	\$63.00
Item 2 – Group B	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
Albanian	\$66.99	\$68.00	\$71.00
Arabic	\$67.99	\$68.00	\$71.00
Bengali	\$70.99	\$80.60	\$71.00
Danish	\$30.99	\$68.00	\$71.00
Dutch	\$59.99	\$68.00	\$71.00
Flemish	\$30.99	\$80.60	\$71.00
German	\$66.99	\$68.00	\$71.00
Greek	\$66.99	\$68.00	\$71.00
Hebrew	\$66.99	\$68.00	\$71.00
Indian	\$66.99	\$80.60	\$71.00
Italian	\$67.99	\$68.00	\$71.00
Korean	\$70.99	\$80.60	\$71.00
Norwegian	\$30.99	\$80.60	\$71.00
Polish	\$66.99	\$68.00	\$71.00
Portuguese	\$66.99	\$68.00	\$71.00
Romanian	\$66.99	\$80.60	\$71.00
Serbo-Croatian	\$66.99	\$80.60	\$71.00
Ukrainian	\$66.99	\$80.60	\$71.00
Urdu	\$67.99	\$68.00	\$71.00
Vietnamese	\$67.99	\$68.00	\$71.00

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY			
<i>LOT II – INTERPRETATION SERVICE – Consecutive Interpreters (cont'd)</i>	Geneva Worldwide, Inc.	SOS International LTD	Language Services Associates, Inc.
Item 3 – Group C	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
All other languages	\$81.99	\$85.00	\$82.95

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY			
LOT III – INTERPRETATION SERVICES – Simultaneous Interpreters	Language Services Associates, Inc.	Languages R Us	Legal Interpreting Services
Item 1 – Group A	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
Cantonese	\$78.00	\$94.00	\$91.00
French	\$78.00	\$81.00	\$91.00
Haitian Creole	\$75.00	\$81.00	\$91.00
Mandarin	\$78.00	\$94.00	\$91.00
Russian	\$78.00	\$78.00	\$91.00
Spanish	\$75.00	\$74.00	\$70.00
Item 2 – Group B	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
Albanian	\$80.00	\$96.00	\$91.00
Arabic	\$80.00	\$96.00	\$91.00
Bengali	\$80.00	\$96.00	\$91.00
Danish	\$80.00	\$78.00	\$91.00
Dutch	\$80.00	\$78.00	\$91.00
Flemish	\$80.00	\$78.00	\$91.00
German	\$80.00	\$78.00	\$91.00
Greek	\$80.00	\$96.00	\$91.00
Hebrew	\$80.00	\$96.00	\$91.00
Indian	\$80.00	\$96.00	\$91.00
Italian	\$80.00	\$96.00	\$91.00
Korean	\$80.00	\$96.00	\$91.00
Norwegian	\$80.00	\$78.00	\$91.00
Polish	\$80.00	\$96.00	\$91.00
Portuguese	\$80.00	\$96.00	\$91.00
Romanian	\$80.00	\$78.00	\$91.00
Serbo-Croatian	\$80.00	\$96.00	\$91.00
Ukrainian	\$80.00	\$78.00	\$91.00
Urdu	\$80.00	\$96.00	\$91.00
Vietnamese	\$80.00	\$110.00	\$91.00

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY			
<i>LOT III – INTERPRETATION SERVICES – Simultaneous Interpreter (cont'd)</i>	Language Services Associates, Inc.	Languages R Us	Legal Interpreting Services
Item 3 – Group C	<u>Price per Hour</u>	<u>Price per Hour</u>	<u>Price per Hour</u>
All other languages	\$85.00	\$110.00	\$91.00

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY		
<i>LOT IV – INTERPRETATION SERVICES – Over the Phone Interpreters</i>	Language Line Services, Inc.	Language Services Associates, Inc.
Item 1 – Group A	<u>Price per Minute</u>	<u>Price per Minute</u>
Cantonese	\$0.90	\$0.92
French	\$0.90	\$0.92
Haitian Creole	\$0.90	\$0.92
Mandarin	\$0.90	\$0.92
Russian	\$0.90	\$0.90
Spanish	\$0.90	\$0.85
Item 2 – Group B	<u>Price per Minute</u>	<u>Price per Minute</u>
Albanian	\$0.95	\$1.12
Arabic	\$0.95	\$1.12
Bengali	\$0.95	\$1.12
Danish	\$0.95	\$0.50
Dutch	\$0.95	\$1.00
Flemish	\$0.95	\$1.12
German	\$0.95	\$1.12
Greek	\$0.95	\$1.12
Hebrew	\$0.95	\$0.78
Indian	\$0.95	\$1.12
Italian	\$0.95	\$0.50
Korean	\$0.95	\$1.12
Norwegian	\$0.95	\$1.12
Polish	\$0.95	\$1.12
Portuguese	\$0.95	\$1.12
Romanian	\$0.95	\$1.12
Serbo-Croatian	\$0.95	\$1.12
Ukrainian	\$0.95	\$1.12
Urdu	\$0.95	\$1.12
Vietnamese	\$0.95	\$1.12

Translating and Interpreting Service
AWARD # 20487

PRICING INFORMATION

SERVICE TYPE/CATEGORY		
<i>LOT IV – INTERPRETATION SERVICES – Over the Phone Interpreters (cont'd)</i>	Language Line	Language Services, Associates, Inc.
Item 3 – Group C	<u>Price per Minute</u>	<u>Price per Minute</u>
All other languages	\$0.99	\$1.12

SERVICE REQUIREMENTS – GENERAL

- A. Contractors should note that the Appendix A – Standard Clauses for New York State Contracts and Appendix B - General Specifications shall apply to this Award. The documents Appendix A and Appendix B is located on <http://www.ogs.state.ny.us/purchase/bidcreation.asp>
- B. No illegal drug use of any type, nor alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
- C. The State shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

D. DEFINITIONS

“Authorized User” - shall mean any department, agency, board, commission, office or institution of the State of New York and shall also include public authorities, local governments and not-for-profit organizations of the State of New York.

“Dialect” - shall apply to regional and class variations of every major language. Every Language has clear standards and guidelines for correct and incorrect grammar and usage.

E. PROCUREMENT INSTRUCTIONS:

- (1) Determine the Lot for the required service type/category. The service and price listing begins on page 10 of this Contract Award Notice.
- (2) Review the list of rates and services.
- (3) Determine the contractor in the applicable Lot for the service type and category required, as found in the Contract Pricing section.
- (4) Authorized User will contact the appropriate Contractor to set up an initial meeting or discussion to outline the specific service required.
- (5) Unless otherwise specified, the user agencies shall utilize the services of the contractor offering the most practical and economical alternative, documenting in the procurement record the determination of the criteria used for the selection.
- (6) Agencies will issue purchase orders or other written orders which are effective and binding on the contractor when placed in the mail or sent via fax addressed to the contractor at the address shown on the signature page. Note: purchase orders may be issued for an estimate for the entire year.
- (7) The purchase order must indicate the appropriate contract number shown on the cover page of this Contract Award Notice.

F. TRANSLATION SERVICES:

Services may be performed at any location mutually agreed to by the Contractor and the Authorized User. The Authorized User shall determine the format and specific requirements for the Written Translations. Every major language has regional and class variations which must be correctly included in the translation for accuracy. Completion time and estimated total cost will be negotiated between the Authorized User and the Contractor prior to each assignment.

Translated documents needed quicker than three days will be considered rush delivery, an additional rush charge may apply. Vendor must be willing to provide the percentage amount or dollar amount for the request to rush in this document.

Minimum On-Site Appearance Fees

- Contractor will be paid for a minimum of two hours for on-site work

Contractors will be paid for any performance completed at their proposed per word rate for:

- Any assignment canceled by the Authorized User prior to completion by the Contractor provided the Contractor is performing within the stated parameters of the assignment.
- Any assignment modified by the Authorized User prior to completion by the Contractor.
- Other unusual circumstances approved by the requesting Authorized User.

G. INTERPRETATION SERVICES:

Will be performed "on-site" at the location indicated by the Authorized User and may be required at virtually any time and in any location within New York State. Completion time and estimated cost will be negotiated between the Authorized User and the Contractor prior to each assignment.

- (1) Arriving at Scheduled Location for Performance – Unless a requesting Authorized User has specified a longer period, Contractors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site performance to receive any instructions from the requesting Authorized User. 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 they are present at the proper location and on time. Vendor must be aware of and adhere to any security clearances if applicable at Authorized User's location. This may include providing photo identification.
- (2) Liquidated Damages for Late Arrival – Contractors may be assessed liquidated damages for lateness. Authorized Users may dock payment for the period the Contractor was late from the total period of performance time. Contractors who are consistently late may be terminated from the Contract for poor performance.
- (3) Performance Time – Performance time shall consist of the total time the Contractor is on-site performing services under the Contract. Performance time will include: The fifteen (15) minutes preceding the scheduled time for performance or any longer time requested by the Authorized User.
- (4) Any time preceding actual performance that the Contractor is waiting to begin performance due to delays not caused by the Contractor.

At any time following interpretation services the Contractor may be required by the Authorized User to answer questions or receive additional instructions. The Contractor must keep an accurate record of all performance time. The Authorized User, upon the completion of performance will certify this record.

H. MINIMUM FEES

Contractors will be paid a minimum of two hours of their proposed rate for the following:

- Any appointment canceled with less than a twenty-four (24) hour notice from the scheduled appointment time.
- Any appointment where performance time for services is for less than one full hour.
- Other unusual circumstances approved by the Authorized User.

I. SPECIAL FEES

For unplanned services requested outside an Authorized Users normal operating hours (8am to 5 pm, Monday through Friday), an interpreter may be compensated one additional hour.

- (1) Minimum Fees – Contractors will be paid a minimum of two hours of their proposed rate for the following:
 - Any appointment canceled with less than a twenty-four (24) hour notice from the scheduled appointment time.
 - Any appointment where performance time for services is for less than one full hour.
 - Other unusual circumstances approved by the Authorized User.
- (2) Minimum On-Site Appearance Fees
Contractor will be paid for a minimum of two hours for on-site work.

(3) Special Fees

For unplanned services requested outside an Authorized Users normal operating hours (8am to 5 pm, Monday through Friday), an interpreter may be compensated one additional hour.

J. TRANSLATING AND INTERPRETING EVENT CANCELLATION:

In the event of proceeding cancellation without specific notification, the Contractor shall be entitled to minimum payment as noted above. In addition, the Contractor shall be entitled to travel expenses in accordance with codes, rules and regulations promulgated by the Office of the State Comptroller for Management/Confidential employees. For more information concerning New York State travel please view the New York State Office of the State Comptroller State Agency Travel Information website <http://nysosc3.osc.state.ny.us/agencies/travel/travel.htm>.

K. TRAVEL COSTS:

Transportation and other associated costs will be the responsibility of the Contractor. Contractors will not be reimbursed separately for these services.

SERVICE REQUIREMENTS - MANDATORY

LOT I – WRITTEN TRANSLATION OF DOCUMENTS

A. GENERAL

“Translation” - shall mean translation of written English concepts to the State Agency Requested Language or the written translation of that State Agency Requested Language to English written concepts. Services to be provided on an as needed, if needed basis. To provide written conversions of source texts in one language into target texts written in another language, with the meaning and intent of the original source text retained; a rendering of one language to another. Contractor must be familiar with different variations of languages, such as Spanish, Caribbean Spanish, Mexican Spanish or Spanish Creole.

The contractor shall provide qualified and experienced language professionals with the relevant specialist knowledge in the required field of expertise in performance of the services required.

B. WORK PICK UP AND DELIVERY

After notification by the Authorized User, the Contractor shall take delivery of written translation at the Authorized User’s designated location and times or as specified by the Authorized User.

Completed transcripts shall be delivered to the Authorized User at designated location and within designated times.

C. TRANSLATION COMPLETION REQUIREMENTS

Services may be performed at any location mutually agreed to by the Contractor and the Authorized User. The Authorized User shall determine the format and specific requirements for the Written Translations. Every major language has regional and class variations which must be correctly included in the translation for accuracy.

Completion time and estimated total cost will be negotiated between the Authorized User and the Contractor prior to each assignment.

Translated documents needed less than three days will be considered rushes and an additional rush charge may apply. Vendor must be willing to provide the percentage amount or dollar amount for the request to rush in this document.

To assist in project completion business days exclude Saturday, Sunday and New York State designated holidays as listed below:

New Years Day Martin Luther King, Jr. Day Lincoln’s Birthday Washington’s Birthday	Memorial Day Independence Day Labor Day	Columbus Day Election Day Veteran’s Day	Thanksgiving Christmas
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D. TRANSLATION REQUIREMENTS

The contractor shall provide written conversations of source texts in one language into target texts written in another language, with the meaning and intent of the original source text (Translation). Contractor must be familiar with different variations and dialects of languages. Services shall include translation of documentation by technically qualified and experienced native-speaking language specialists, proofing, and editing and output in the required media format (i.e. hardcopy or electronic). Projects may include sending completed work to another party for review at the expense of the User Agency. The vendor must be able to provide documentation as to how accuracy is ensured and a quality product delivered. Required field of expertise includes, but not limited to, the translation of Business, Legal, Medical and Technical documents, Manuals and Audio in multilingual translations that are accurate, clear and are culturally and politically sensitive to the social environment of the target reader/audience. The translation must be formatted to match the original version. A template may be provided by the User Agency in English for conversion to requested language. Contractor must provide versions that provide languages that include other characters such as Chinese, Japanese, and Cyrillic alphabet characters. Accuracy and consistency is critical in the published work. The document shall be translated in a format specified by the State Agency or Authorized User including CD or diskette. The person designated by the Contractor to provide translation services must possess sufficient education, training, and experience to proficiently translate written communication from English to the Authorized Users requested language and Authorized Users requested language/target language to English. A single translator shall be used to complete each document to ensure continuity and consistency in terminology, ethnically sensitive tone, and appropriate marketing dialogue. The Contractor shall translate documents at the same reading level as the source material. Although there may be times when it is appropriate to write in regional or class dialect, such as targeted advertising, business communications must always be written in Standard Language.

Agencies, using agency specific funding, may at their discretion request back ground clearance, homeland security check, employee bonding, finger-printing, and signing of a confidentiality agreement. Interpreter must have the ability to reside and be employed legally in the United States. Agencies may also conduct a proficiency review. The proficiency review process may consist of sending completed work to another party for review at the expense of the User Agency.

E. CONFIDENTIALITY REQUIREMENTS

All information and material shall remain the property of the Authorized User. The Contractor shall maintain the confidentiality of all material, identity of any parties and content of any material released to the Contractor for translation.

Any requests for information from third parties shall be reported to the Authorized User in writing within twenty four hours.

LOT II - INTERPRETATION SERVICES – CONSECUTIVE INTERPRETERS**A. GENERAL**

“Interpretation” - shall mean one who translates orally for parties conversing in different languages, either in Simultaneous and/or Consecutive time. For the purpose of this Award it will mean on an as needed, if needed basis. Interpretation Services shall be provided at meetings, conferences, fair hearings, briefings, consultative medical exams and over the phone.

“Consecutive Interpreter” – the interpreter is physically present in the room and translates short utterances, normally a sentence or two at a time. Usually bi-directional between two languages, for example, interpreting French to a listener in English, and then translating the English back into French. This form of interpretation makes it possible for an interpreter to ask the speaker for an explanation if there is an understanding difficulty.

The contractor shall provide qualified and experienced language professionals with the relevant specialist knowledge in the required field of expertise in performance of the services required.

B. CONSECUTIVE INTERPRETING COMPLETION REQUIREMENTS

Will be performed “on-site” at the location indicated by the Authorized User and may be required at virtually any time and in any location within New York State. Completion time and estimated cost will be negotiated between the Authorized User and the Contractor prior to each assignment.

Translating and Interpreting Service
AWARD # 20487

- (1) Arriving at Scheduled Location for Performance – Unless a requesting Authorized User has specified a longer period, Contractors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site performance to receive any instructions from the requesting Authorized User. 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 they are present at the proper location and on time. Vendor must be aware of and adhere to any security clearances if applicable at Authorized User's location. This may include providing photo identification.
- (2) Liquidated Damages for Late Arrival – Contractors may be assessed liquidated damages for lateness. Authorized Users may dock payment for the period the Contractor was late from the total period of performance time. Contractors who are consistently late may be terminated from the Contract for poor performance.
- (3) Performance Time – Performance time shall consist of the total time the Contractor is on-site performing services under the Contract. Performance time will include: The fifteen (15) minutes preceding the scheduled time for performance or any longer time requested by the Authorized User.
- (4) Any time preceding actual performance that the Contractor is waiting to begin performance due to delays not caused by the Contractor.

At any time following interpretation services the Contractor may be required by the Authorized User to answer questions or receive additional instructions. The Contractor must keep an accurate record of all performance time. The Authorized User, upon the completion of performance will certify this record.

C. INTERPRETATION REQUIREMENTS

The contractor shall provide support services to Authorized Users by providing oral multilingual Interpretation (Consecutive to be specified) services for meetings, conferences, seminars, litigation proceedings, briefings, training, escort and other forms of voice communication requirements from a source language to the target language. Contractor must be familiar with different variations and dialects of all languages bid. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

The requesting Authorized User will specify in the Purchase Order, the language requirement, location, dates and times and any required certifications or accreditation necessary.

Authorized User testing may be required to determine qualified proficiency level for some tasks. The contractor shall provide consultation and planning assistance to Authorized Users for conference interpretation services to determine interpretation requirements, when necessary.

D. CONFIDENTIALITY REQUIREMENTS

All information and material shall remain the property of the Authorized User. The Contractor shall maintain the confidentiality of all material, identity of any parties and content of any material released to the Contractor for translation.

Any requests for information from third parties shall be reported to the Authorized User in writing within twenty four hours.

Lot III - INTERPRETATION SERVICES – SIMULTANEOUS INTERPRETERS

A. GENERAL

“Interpretation” - shall mean one who translates orally for parties conversing in different languages, either in Simultaneous and/or Consecutive time. For the purpose of this Award it will mean on an as needed, if needed basis. Interpretation Services shall be provided at meetings, conferences, fair hearings, briefings, consultative medical exams and over the phone.

Translating and Interpreting Service
AWARD # 20487

“Simultaneous Interpreter” – shall mean real time interpreting. The interpreter speaks at the same time as the speaker, usually in a conference or meeting. The interpreter listens to one language and speaks in another. The voices overlap as they are speaking at the same time.

B. SIMULTANEOUS INTERPRETING COMPLETION REQUIREMENTS

Shall be per all requirements as defined on Lot II, except the contractor shall provide support services to Authorized Users by providing oral multilingual Interpretation (Simultaneous to be specified) services for meetings, conferences, seminars, litigation proceedings, briefings, training, escort and other forms of voice communication requirements from a source language to the target language. Contractors are familiar with different variations and dialects of all languages bid. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

The requesting Authorized User will specify in the Purchase Order, the language requirement, location, dates and times and any required certifications or accreditation necessary.

Lot IV – INTERPRETATION SERVICES - OVER THE PHONE INTERPRETERS

A. GENERAL

“Interpretation” - shall mean one who translates orally for parties conversing in different languages, either in Simultaneous and/or Consecutive time. For the purpose of this Award it will mean on an as needed, if needed basis. Interpretation Services shall be provided at meetings, conferences, fair hearings, briefings, consultative medical exams and over the phone.

“Over the Phone Interpreting” – normally done consecutively, but in some cases if the technology is available may be simultaneous.

- B.** Shall be per all requirements as defined on Lot II, except the contractor shall provide support services to Authorized Users by providing oral multilingual Interpretation services for meetings, conferences, seminars, litigation proceedings, briefings, training, escort and other forms of voice communication requirements from a source language to the target language. Contractor must be familiar with different variations and dialects of all languages bid. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

The requesting Authorized User will specify in the Purchase Order, the language requirement, location, dates and times and any required certifications or accreditation necessary.

CONTRACT PERIOD:

The service contract shall commence after approval by the New York State Comptroller, effective upon mailing by OGS (see Appendix B, Clause 38) and shall be in effect for five years. The contract will begin on August 10, 2007. The Contractor prices are fixed for one (1) year. On each anniversary date of the contract, the Contractor shall be granted, upon request, a price adjustment in accordance with the “Price Adjustment” language defined in this award.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

CONTRACT MIGRATION:

State Agencies or any other Authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other Authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other Authorized user otherwise had under the terms and conditions of their original contract.

PRICE ADJUSTMENT:

On each anniversary date of the contract, the Contractor or OGS Procurement Services Group may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "annual % changes 1913 to present."

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI value for the 3rd month prior to the current anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date (15 months prior to the current anniversary date) [e.g.: If the contract begins in April, take the January CPI value of the current year and subtract the January CPI value of the previous year]. That sum is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next contract year, upon release of a Contract Addendum from OGS Procurement Services Group.

The following example illustrates the computation of percent change for a hypothetical April, 2005 anniversary calculation:

CPI for current period (January 2005)	185.2
Less CPI for previous period (January 2004)	181.7
Equals index point change	3.5
Divided by previous period CPI	181.7
Equals	0.019
Result multiplied by 100	0.019 x 100
Equals percent change	1.9%

The Contractor has the sole responsibility to notify OGS Procurement Services Group that they wish to receive the CPI rate change and to submit a request for the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to OGS and the Authorized User, as appropriate. Should the Contractor fail to make a request and submit supporting documentation to OGS within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology. These price changes will take effect upon release of a Contract Addendum from OGS Procurement Services Group.

PERFORMANCE SURVEYS:

Contractors may be required to attach performance surveys to Authorized User invoices every six months, or as requested by the Office of General Services. The form for the Performance Survey is attached herein. Surveys completed and returned by the Authorized User to the Office of General Services, shall be used to assess and evaluate the contractor's performance in accordance with the terms and conditions of the Contractor's award. Performance concerns, if any, shall be addressed by the Authorized User and/or the Office of General Services and survey results may be considered in determining Contractor responsibility and continuation of Contractor's award.

GENERAL DESCRIPTION CONTRACTS:

The OGS Procurement Services designates the Translating and Interpreting Service Contract as "PS": PS is a contract for services which an Authorized user utilizes on an intermittent basis issuing a purchase order to the contractor for a specific term and for either a fixed amount (if known) or for an estimated amount. Payments are then made for actual expenditures. Examples are services for moving, carpet installation, car rentals, lodging, travel and other unit price type services utilized intermittently.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others Authorized by New York State law may participate in contracts resulting from this solicitation. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "Procurement Contracting Services," "Procurement Law, Guidelines and Procedures," and "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

Contractors are encouraged to voluntarily extend service contracts to those additional Authorized Users authorized to utilize commodity contracts under Section 163(3) (iv) of the State Finance Law, as per section 39c of Appendix B.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

EXTENSION OF USE:

Any contract resulting from this award may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other Authorized Users within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such Authorized Users. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

PURCHASE ORDERS:

Purchase orders are effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown herein.

CONTRACT CHANGES/UPDATE SCHEDULE:

It is the intention of the Procurement Services Group to amend this contract as required reflecting updates or changes during the contract period.

DELIVERY:

Delivery is expressed in the number of calendar days required to make delivery after receipt of a purchase order.

Delivery shall be made in accordance with instructions on purchase orders from the user agencies.

CANCELLATION FOR NON-PERFORMANCE:

In the event that a contractor fails to show up for a scheduled Translating or Interpreting Event on three or more occasions, the Office of General Services may determine that the contractor is non-compliant and may require that said contractor attend a Responsibility Hearing. Such performance may result in the cancellation of the contract.

ATTACHMENT NO. 1
PERFORMANCE SURVEY
Non-Technology Services

**Performance Survey
Non-Technology Services**

TO OGS CUSTOMERS:

The Office of General Services, Procurement Services Group wishes to solicit input from customers regarding their satisfaction with service contractor performance. Please take a moment to complete this survey reporting on contractor's performance with regard to OGS/PSG service contracts. Copy this form as needed and forward to the OGS-Procurement Services Group. Please feel free to offer additional comments below, particularly with respect to contract improvement opportunities and contractor performance.

Contract Name: _____ Contract Number: _____

Contractor: _____

CONTRACTOR PERFORMANCE

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Conformance to service requirements of contract				
•Timeliness of service				
•Customer service and support				
•Timely complaint resolution				
• Professionalism of staff				
• Services provided met customer needs				
•Overall contractor performance				

BILLING

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Ability to verify invoices against contract prices				

CONTRACT SUITABILITY

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Ease of understanding the contract				
•Overall satisfaction with the contract requirements				

	<u>Yes</u>	<u>No</u>	<u>Undecided</u>
Would you use this contractor again? If "No" please explain below.			

Comments: _____

Agency: _____ Prepared by: _____

Phone: _____ E- mail: _____

PLEASE RETURN COMPLETED SURVEY TO:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Room 3711
Coming 2nd Tower - Empire State Plaza
Albany, New York 12242
Telephone No. (518) 474-6717
Fax (518) 474-2437
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