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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, N.H. 03301  
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June 13, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Advanced Language Services (Language Translation Services), Federal Way, Washington (vendor code 206835), to provide the New Hampshire Department of Education with translation services for the provision of special education documents. This contract will be effective upon Governor and Council approval through June 30, 2015 in an amount not to exceed \$50,000.00; with an option to renew for one additional fiscal year. 100% Federal Funds.

Funding for this request is available in account titled New Hampshire State Funds as follows

	<u>FY'15</u>
06-56-56-561010-60190000-607-500937	\$50,000.00
Statewide Special Education	

EXPLANATION

The Individuals with Disabilities Education Act (IDEA) 2004, Section 300.503 is clear concerning native language requirements. The Department of Education, Bureau of Special Education is required to provide special education documents to parents and/or guardians of English Language Learners in an understandable and uniform format, and to the extent practicable, in language that the parent and/or guardian can understand. The Department of Education, Bureau of Special Education is working to communicate with all its families by offering document translations identified in our key languages other than English.

The Department of Education prepared and published a Request for Proposals (RFP) "*Special Translation Services Education*," for the provision of special education documents to parents or guardians of English Language Learners, and documents related to the Safe Schools and Healthy Students State Planning Grant to students, parents, and community members whose first language is not English, in an understandable and uniform format, and to the extent practicable, in a language that the individual can understand

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 13, 2014

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The RFP was advertised in the Manchester Union Leader, for the period April 8<sup>th</sup>, April 9<sup>th</sup> and April 10<sup>th</sup>, 2014, as well as posted on the Department website. Six (6) proposals were received by the deadline. Advanced Language Services' proposal met the criteria of the Request for Proposal (see rubric).

The Department of Education, Bureau of Special Education would like to contract with Advanced Language Services (Language Translation Services), as they have extensive experience and expertise in translation and providing other related language services in over 250 languages. They have contracted with a large number of clients to undertake translation services in multiple languages and similar in scope to that the Bureau of Special Education requires. Advanced Language Services is a corporate member of the American Translators Association and the Association of Language Companies in good standing and their translators adhere to the Code of Conduct outlined by the ATA. Their staff has between 5 and 50 years of experience in the field of language services. They are fluent native speakers, highly experienced and educated linguists.

This contract will be evaluated by the Department through monthly monitoring of the services provided.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB:BJR  
Attachments

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Berwick, and Barbara Raymond  
 Applicant: All Global Solutions

Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	0 Points	0 Points	0 Points	❖ Did not include NHDOE cover page.
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	20 points	20 points	25 points	❖ Degrees in political science and marketing. ❖ U.S. and Global clients. ❖ References and experience. ❖ Experience working with school districts. ❖ References and samples of product.
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicant's custom translation process from receipt of document to delivery of translated PDF file.	40 points	25 points	40 points	25 points	❖ Bulleted and not descriptive. ❖ Detailed translation process. ❖ Provided hiring process and bulleted steps for translation process, but non-descriptive.
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided</b> : 4.1.4.1 Cost factor 4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>	25 points 5 points	25 points 5 points	25 points 5 points	20 points 5 points	❖ Justification of budget broken down per language. ❖ Pricing cost, rate per word. ❖ Budget justification of per word cost.
<b>TOTAL SCORE</b>	<b>100 PTS</b>	75	90	75	

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Berwick, and Barbara Raymond  
 Applicant: Advanced Language Services (Language Translation Services) ~ RECOMMEND

Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	5 Points	5 Points	5 Points	
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	20 points	20 points	20 points	<ul style="list-style-type: none"> <li>❖ Clearly outlined all qualifications.</li> <li>❖ 250 languages, including all required in the RFP.</li> <li>❖ Detailed history; listed experience and abilities.</li> <li>❖ Provided references.</li> <li>❖ No samples provided.</li> </ul>
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicants' custom translation process from receipt of document to delivery of translated PDF file.	40 points	35 points	40 points	40 points	<ul style="list-style-type: none"> <li>❖ Contracts with other Departments of Education.</li> <li>❖ Clearly outlines all responsibilities</li> <li>❖ Provided a detailed narrative, methodology, agreed upon timeline.</li> </ul>
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided:</b> 4.1.4.1 Cost factor 4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>	25 points 5 points	25 points 5 points	25 points 5 points	25 points 5 points	<ul style="list-style-type: none"> <li>❖ All costs are included within the per word rate.</li> <li>❖ No additional costs.</li> <li>❖ Provided detailed budget</li> </ul>
<b>TOTAL SCORE</b>	<b>100 PTS</b>	90	95	95	

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Benwick, and Barbara Raymond  
 Applicant: LingualInx Language Solutions, Inc.

Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	5 Points	5 Points	5 Points	
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	25 points	25 points	25 points	<ul style="list-style-type: none"> <li>❖ Talks about NH Communities for Children: SS/HS Model ~ Concord, Laconia, Rochester. Limiting to those areas?</li> <li>❖ Qualified linguists.</li> <li>❖ Over 10 years partner with educational entities, private and public.</li> <li>❖ References and sample product provided.</li> <li>❖ Development cycle, proposed work plan; Off in their numbered steps.</li> </ul>
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicants' custom translation process from receipt of document to delivery of translated PDF file.	40 points	28 points	25 points	25 points	
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided</b> :	25 points	20 points	25 points	20 points	<ul style="list-style-type: none"> <li>❖ \$40.00 an hour, plus per word.</li> <li>❖ Tiered pricing to save monies.</li> </ul>
4.1.4.1 Cost factor	5 points	3 points	2 points	5 points	
4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>					
<b>TOTAL SCORE</b>	<b>100 PTS</b>	<b>81</b>	<b>82</b>	<b>80</b>	

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Berwick, and Barbara Raymond  
 Applicant: RussTech Language Services

Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	5 Points	5 Points	5 Points	
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	20 points	20 points	20 points	<ul style="list-style-type: none"> <li>❖ In-house linguists, freelance to professionals.</li> <li>❖ Some references, older; mostly surveys for products.</li> <li>❖ Do not indicate work with State Educational Agencies and/or USDOE.</li> </ul>
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicants' custom translation process from receipt of document to delivery of translated PDF file.	40 points	25 points	35 points	30 points	<ul style="list-style-type: none"> <li>❖ Didn't talk about <u>all</u> languages they interpret.</li> <li>❖ Outlined process, no education experience.</li> <li>❖ Provided a schedule of translation activities.</li> </ul>
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided</b> : 4.1.4.1 Cost factor 4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>	25 points 5 points	25 points 3 points	5 points 2 points	15 points 5 points	<ul style="list-style-type: none"> <li>❖ \$50.00 per document (minimum charge) as well as per word rate.</li> <li>❖ Extra for rush jobs, graphic design, special format platform.</li> <li>❖ Third party edit</li> </ul>
<b>TOTAL SCORE</b>	<b>100 PTS</b>	78	67	75	

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Berwick, and Barbara Raymond  
 Applicant: All Word Language Consultants

Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	3 Points	3 Points	3 Points	❖ Sent one copy of the NHDOE Cover Page, needed to make the additional copies.
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	8 points	10 points	10 points	❖ No Maay-Maay as required in RFP. ❖ Outline of qualification and experience; no mention of work with educational entities or USDOE. ❖ Work with US Government (law, military) ❖ No resumes. ❖ No reference and samples of work product.
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicant's' custom translation process from receipt of document to delivery of translated PDF file.	40 points	20 points	30 points	10 points	❖ Sub-contract out their work and training. ❖ Doesn't state capacity to process the work within 30 days. ❖ Not provided, outlined the companies process, training, etc.
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided:</b> 4.1.4.1 Cost factor 4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>	25 points 5 points	8 points 0 points	20 points 5 points	10 points 0 points	❖ Did not provide a detailed budget and justification; provided translation fees for the required languages outlined in the RFP.
<b>TOTAL SCORE</b>	<b>100 PTS</b>	39	68	33	

# New Hampshire Department of Education

## Special Education Document Translation Services

### RFP #SPED-2014-1

Reviewer's Names: Bridget Brown, Stephen Berwick, and Barbara Raymond  
 Applicant: Language People, Inc.

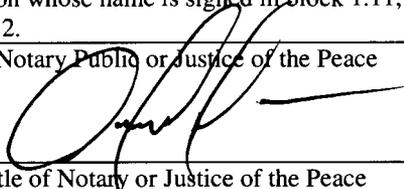
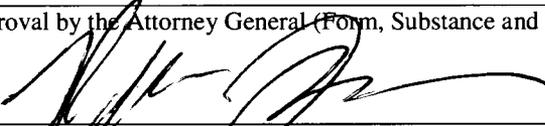
Criteria from RFP	Possible points	Points earned Bridget	Points earned Stephen	Point earned Barbara	Comments
4.1.1 Completed proposal cover sheet.	5 points	3 Points	3 Points	3 Points	❖ Sent one copy of the proposal, needed to make the additional copies.
4.1.2 A detailed statement of the bidder's professional qualifications and experience, including references and/or samples of products as they relate to the <b>Services to be Provided</b> under this RFP.	25 points	8 points	15 points	10 points	❖ Corporate background and experience. ❖ Qualifications ❖ References outdated ❖ No resumes ❖ Very little description of facilitation of project. ❖ RFP states "translated PDF file." Language People submit translated document in a word document. ❖ Maay-Maay not listed.
4.1.3 A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP including a detailed description/outline of applicants' custom translation process from receipt of document to delivery of translated PDF file.	40 points	18 points	30 points	10 points	❖ No narrative provided, proposals is qualification of Language People.
4.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the <b>Services to be Provided</b> : 4.1.4.1 Cost factor 4.1.4.2 Budget is detailed and well justified for <b>Services to be Provided</b>	25 points 5 points	5 points 0 points	20 points 0 points	5 points 0 points	❖ Cost proposal and price list; most expensive of all proposals received. ❖ Minimum charge of \$75.00 per document. ❖ Formatting and proofreading fees.
<b>TOTAL SCORE</b>	<b>100 PTS</b>	<b>34</b>	<b>68</b>	<b>28</b>	

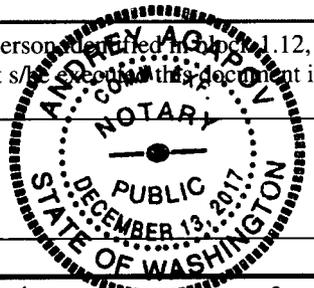
Subject: SPECIAL EDUCATION TRANSLATION SERVICES FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH State Department of Education, Bureau of Special Ed</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Advanced Language Services (Language Translation Services)</u>		1.4 Contractor Address <u>34726 31 CT SW, Federal Way, WA 98023</u>	
1.5 Contractor Phone Number <u>253-835-0107</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$50,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Ed</u>		1.10 State Agency Telephone Number <u>603-271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Daniel Shamebo Sabore, Managing Director</u>	
1.13 Acknowledgement: State of <u>WA</u> , County of <u>King</u> On <u>June 13, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sales &amp; Service Specialist Audrey Agapov</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/7/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS  
Date 6/13/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials DS  
Date 6/13/17

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### Services to be Provided

Advanced Language Services (Language Translation Services), will provide the following services under the contract:

#### *Special Education Translation Services*

Translation services for the provision of: (1) special education documents to parents or guardians of English Language Learners, in an understandable and uniform format, and to the extent practicable, in a language that the parent can understand, and; (2) documents related to the Safe Schools and Healthy Students State Planning Grant to students, parents, and community members whose first language is not English, in an understandable and uniform format, and to the extent practicable, in a language that the individual can understand. For the period effective upon Governor and Council approval, through June 30, 2015:

- Provide custom translation services of no less than twenty (20) documents into up to at least ten (10) languages per contract year upon request from the Bureau of Special Education.
- Each document will be translated by native speaking translators, proofed for accuracy and correct terminology, and made available in a PDF file version for dissemination or posting.
- Each translated document will be translated and delivered within an agreed upon timeline between the applicant and the Bureau of Special Education.
- Documents to be translated average between 500 and 20,000 words per document.
- The ability to translate documents into at least Arabic, Bosnian, Chinese, Maay-Maay, Portuguese, Russian, Spanish, Vietnamese, Nepalese, and Indonesian.

Initials DS  
Date 6/13/14

**EXHIBIT B**

Budget and Payment Method

General Expenses:

Budget (period ending June 30, 2015)

Account: 06-56-56-561010-60190000-607-500731

<b>Description of Services</b>	<b>FY'15</b>
Translation Services on a per work rate from .13c to .35c	\$50,000.00
Total	\$50,000.00

Language Provided	Cost per word (US\$)
Arabic	0.15
Bosnian	0.15
Chinese	0.15
Maay-Maay	0.35
Russian	0.15
Indonesian	0.16
Nepalese	0.25
Portuguese	0.16
Spanish	0.13
Vietnamese	0.16

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a detailed description of services that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials **BR**  
Date **6/13/14**

## EXHIBIT C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initials DC  
Date 6/13/4

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Advanced Language Services is a New Hampshire trade name registered on February 1, 2010 and that Daniel Shambo Sabore presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

**(For a Sole Proprietorship)**

I, Daniel Shamebo Sabore, DBA Advanced Language Services (Language Translation Services), as sole proprietor of my business, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

In witness, whereof, I have set my hand as the sole proprietor of the business this 13<sup>th</sup> day of June, 2014.



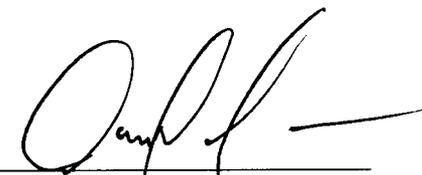
  
\_\_\_\_\_  
Daniel Shamebo Sabore, Managing Director

State of Washington

County of King

On 13<sup>th</sup> day of June 2014, before the undersigned officer personally approved the person identified I the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the forgoing certificate and acknowledged that he executed the foregoing certificate.

In witness, whereof, I set my hand and official seal.

  
\_\_\_\_\_  
Notary/Justice of the Peace



## **Mission Statement**

The mission of Advanced Language Services is to foster economic development and enhance smooth communications among different partners in providing accurate language services.

## **Brief Overview of Advanced Language Services**

Advanced Language Services (Languages Translation Services (LTS) was established in 2004 as a Sole Proprietorship business in the State of Washington and its primary line of business is language services (translation, translation review, and all types of interpretation), desktop publishing, transcription, and narration/voiceover. LTS has over ten years of extensive experience, and expertise in providing these and related services in over 250 languages including the languages requested in this RFP to private and public organizations such as States, educational institutions, Cities, Courts, and Non Governmental Organizations such as some United Nations Departments (UNDP, UNAIDS, UNESCO, etc.)

We completed several projects for educational and education related institutions for the last ten years.

It may be recalled that we were also previously contractors for two terms for the New Hampshire Department of Education, Bureau of Special Education and we completed large projects in multiple language in an excellent manner during the maximum term of the contracts. So, we consider this job as the continuation of our previous similar tasks that we did for the Bureau, and our team of translators and the management who completed the previous contracts are excited to commence this contract if we would be awarded it.

Since our contract expired with the Bureau we were awarded many new contracts with other educational institutions and other organizations for translation and review services and we have accomplished many tasks excellently in those new and many existing contracts.

LTS has been a corporate member of American Translators Association (ATA) since 2005.

LTS is a registered vendor with many states, cities, counties, the US Federal Government Central Contractors Registry (CCR), and United Nations Global Marketplace (UNGM) to provide the services mentioned above. We are also Woman and Minority Owned Business certified in the States of Washington, North Carolina, New York, Virginia, Maryland (Small Business Reserve), Tennessee and Nassau County in New York, Wisconsin, Oregon, and Texas.

We will assign the translators and reviewers who work on the Bureau's assignments that have five years of professional experience as translators, including a minimum of two years of experience in translating educational documents. We will use our established quality assurance procedures to provide an accurate final product.

We will also ensure that only qualified desktop publishing staff and word processing staff are used for services provided under this contract.

They have certifications/qualifications, higher education, and excellent professional achievements.

We are responsible and have the capability to professionally carry out the terms of this contract.

Our quality control system is well established, strict, and it is performed in many steps in order to ensure the highest quality translation review services.

We have many distinguishing characteristics:

As it was demonstrated before with the Bureau contract, we are punctual in meeting the deadlines and most of the time we complete the projects before the deadline.

We are well known nationally and internationally in providing services in rare languages in addition to common languages such as Spanish, in which most other language services companies cannot.

Even most language services companies also depend upon us to get their jobs done by us due our punctuality and accuracy in translation and reviews.

We have exceptional customer services and we work during days, nights, weekends and holidays to complete tasks assigned to us within a deadline.

We give advice to clients on the choice of some languages and style when necessary.

We exceed the expectations in our services.

# FINANCIAL STATEMENT For LTS

Daniel Shamebo Sabore

6/3/2014

Financial Year: January 1, 2012- December 31, 2012.

Assets

Amount in Dollars

Cash - checking accounts	\$1,336
Cash - savings accounts	\$2,843.38
Income	\$137,944
Car 2	\$10,000
Retirement Funds	\$27,000
House	\$250,000
Total Assets	\$ 429,124

Liabilities

Amount in Dollars

Current Debt	\$ -
Advertisements	\$ 696
Car and Truck expenses	\$7,720
Contract Labor	\$46,654
Depreciation and section 179 expense deduction	\$4,514
Insurance ( other than health)	\$1,352
Legal and professional services	\$1,462
Supplies	\$1,350
Travel, meals, and entertainment	\$952
Utilities	\$1,980
wages	\$40,628
Other liabilities ( Miscellaneous)	\$1,286
Office expenses	\$6,766
Total Liabilities	\$115,360
Net Worth	\$ 313,764

Signature:

Date: 6/3/2014

## Key Personnel

### Personnel Qualifications

#### Resumes of Main Project Managers

Our managers are also translators, translation reviewers, interpreters and transcriptionists.

Demonstrated expertise of key staff members:

##### Daniel Shamebo Sabore

The co-owner and Managing Director of the company, Mr. Daniel Shamebo Sabore holds a M.Sc. degree from the Catholic University of Louvain in Belgium in 2001. He has extensive experience in management and consulting, translation, interpreting, desktop publishing, maintenance/proofreading, editing and other language services in several fields of specialization.

He is a native speaker of Amharic, Kambata (Kambatic, Kambatigna, Tambaro, Tambaric, Tambarigna), fluent in English, Hadiya (Hadiiysa), and fair in French. He had been working as a freelance translator and interpreter since 1980 and also worked as a Translator, Coordinator, and Business Development Consultant for People's Translation Services in Seattle for 2 years before he established LTS in 2004.

He has more than 20 years of experience at national and international levels in research, translation, desktop publishing, transcription, and social affairs. He has traveled, studied and lived in more than 18 countries and can understand the diverse culture, ethnic and linguistic groups living in many parts of the world. He authored, and co-authored more than 46 scientific articles, which were published in various forums including international scientific journals.

He is also a reviewer of some articles for African Journal of Business Management. He wrote, edited, formatted and translated thousands of documents. His customer driven style of management and proficient negotiating skills has brought great reputation to LTS. Daniel possesses the skills and tools to manage client/vendor relationships by building a professional rapport, following up and maintaining ongoing contact and communication.

Thanks to his visionary leadership and positive feedback received from clients throughout the world, LTS has become a fast growing company providing its services worldwide.

Daniel will work full time as the project Manager in the project if LTS is to be granted the contract.

## Resume of Daniel Shamebo Sabore

### Business, Leadership and Employment History

- Languages Translation Services (LTS), Federal Way, WA 10/04–present  
Owner and Managing Director  
Language and Desktop Publishing Consultant, Translator and Interpreter for several public and private agencies worldwide.
  - People's Translation Services, Seattle, WA 1/7/02–10/15/04  
Business Development Consultant, Interpreter/Translator Coordinator, Interpreter and Translator  
Consulted with company owners on development and expansion of languages services business through skillful marketing techniques, and database creation.  
  
Managed and administered the company independently in the absence of the owners. Advertised job openings, set appointments for interview, executed interview and hired successful translators, interpreters, and DTP experts.  
  
Provided instructions and rules of the company and clients to new staff. Coordinated various language interpreters/translators. Received job orders. Assigned the jobs to interpreters /translators/ DTP Engineers and followed up the implementation process, and assisted in the billing process.  
  
Executed business through multiple telephone lines, fax, Internet, surface mail, and interpersonal communication skill. Consulted the company on the better business management techniques and low-cost operation methods. Designed the possibility of the expansion of the business to other states and internationally. Fixed problems related to computers and Internet applications. Designed and maintained web site. Interpreted, translated and proofread French, English and Amharic in mental health, public health, social services, research companies and courts. Wrote project proposals and prepared bidding documents.
  - Puget Sound Educational Service District (PSESD), Seattle, WA 3/18/02–9/31/2007  
Grants Research - Prevention Center Assistant and Translator  
Was certified in interpretation and translation and assisted in grant writing and analysis.
  - Translator and Interpreter, WA 2002–present  
Provided language services for several public and private agencies such as the King County District Court, the Federal Way Municipal Court, the Lake Forest Park Municipal Court, Bremerton Municipal Court, etc.
  - Ethiopian Agricultural Research Organization, Awassa, Sinana, Ethiopia  
Research Officer 9/1988–9/2001 (end of 1998–beginning of 2001 on Study leave)  
Conducted research. Wrote and translated hundreds of scientific and technical reports, proof read the documents for technical accuracy in English and Amharic, and had published the results in proceedings, journals and progress reports.
- Computer and Internet Skills
- Skilled in the use of Microsoft Office and other necessary programs for the translation business.

### Education

- Catholic University of Louvain, Belgium, Diplome D'Etude Approfondies, International Masters degree (Evaluated in USA: equivalent degree in level and purpose to the one-year of doctoral level with 30 semester units of studies in Agronomic Sciences and Biological Engineering at regionally accredited colleges & Universities in the USA), 2001
- Alemaya University of Agriculture, Alemaya, Ethiopia, B.Sc. in Agriculture, 1988

- Language Learning Enterprises, LLE\_LINK, Washington, D.C., Certificate on Telephonic Interpretation, 2003
- Puget Sound Educational Service District, Burien, WA, Certificate on Interpretation for HeadStart, 2002
- Transperfect Translations, New York, NY, Certificate on Amharic Translation, 2004
- Participated in over 20 other professional trainings in social, health, and science fields in Europe, Africa and North America.
- Member of more than 11 regional, national and international scientific and technical societies including ATA, and traveled, lived and/or studied in 19 countries, and speak a total of six languages and dialects.
- Performed national, regional and international professional leadership roles for many years.
- Author and co-author of more than 46 scientific papers in various forums including in international journals.

Training and Practice in Healthcare fields.

- Owner and Manager of Adult Family Home Monterey, LLC- Renton, WA 9/1//2009 – 7/31/2010  
Several Managerial certificates on Adult Family Home Management from Washington State Department of Social and Health Services, 2009:  
48 Hours Administrator Training provided by the Nursing Assistant Resource Services, 6/2009, DSHS (Department of Social and Health Services)  
Manager, Dementia Specialty Training, 4/2009, Washington State, DSHS.  
Mental Health Specialty Training for Providers/Resident Managers, 4/2009, DSHS  
Nurse Delegation for Nursing Assistants Special Focus on Diabetes, 5/2009, DSHS  
Revised Fundamentals of Care giving (28 hour basic training), 4/2009, DSHS  
Food safety test passed, at the same time, DSHS.  
CPR and First AID, American Red Cross, 2009.

More than four years of experience in the residential care and management.

References:

All the references that are indicated in the previous section.

### Tsigie T. Hailegnaw

LTS co-owner and Administrator, Mrs. Tsigie Hailegnaw has extensive experience in language services management, desktop publishing, administration and her educational and work experience is related to education, health, administration and secretarial tasks nationally and internationally.

She is also a native Amharic translator and editor/proofreader and has good proficiency in French. She is the co-founder of LTS and currently in charge of the company's administration and finance affairs. She is also a quality control and project management expert for language services.

Both of them manage the office and either of them can be contacted for any type of business related information or requests. Tsigie will work full time in the project if LTS is to be granted the contract.

### Resume of Tsigie T. Hailegnaw

- Co-owner of Languages Translation Services, WA 10/2004 - present.  
Translate and proofread from English into Amharic. Provide language service in over 250 languages to private and public agencies worldwide. Perform administrative tasks related to language services including quality control, job assignment, scheduling, etc.
- Owner and Manager of Adult Family Home Monterey, LLC- Renton, WA 9/1/2009 – 7/31/2010
- Talbot Rehabilitation and Health Center, WA 6/2002 -12/2002  
CNA (Certified Nursing Assistant): She got a meritorious letter for excellence in care giving from the Center.
- Teacher, Awassa, Ethiopia 9/1988-12/1998  
Taught science for elementary students
- Sinana Agricultural Research center, Sinana, Ethiopia 9/1988 - 9/1991  
Meteorology and Field Assistant  
Collected, analyzed and summarized meteorology and agronomic research data.

### Education

- Several Managerial certificates on Adult Family Home Management from Washington State Department of Social and Health Services, 2009:
  - ✓ 48 Hours Administrator Training provided by the Nursing Assistant Resource Services, 6/2009, DSHS (Department of Social and Health Services)
  - ✓ Manager, Dementia Specialty Training, 4/2009, Washington State, DSHS.
  - ✓ Mental Health Specialty Training for Providers/Resident Managers, 4/2009, DSHS
  - ✓ Nurse Delegation for Nursing Assistants Special Focus on Diabetes, 5/2009, DSHS
  - ✓ Revised Fundamentals of Care giving (28 hour basic training), 4/2009, DSHS
  - ✓ Food safety test passed, at the same time, DSHS.
- CPR and First AID, American Red Cross, 2009.
- Green River Community College, WA, 2004-2006  
Student for Associate degree in Nursing.
- Renton Technical college, Renton, WA
  - ✓ Certificate in Hospital Nursing Assistant, 2002
  - ✓ Certificate in AIDS Education, 2002

- ✓ Certificate in Health care Provision, 2002
- Collective De Femme, Louvain - La- Neuve, Belgium
- ✓ Certificate in creation and Elaboration of Projects, 2001
- Center for Higher Education (C. P. F. B), Louvain-La-Neuve, Belgium
- Certificate in computer Application for Administration and Management, and Certificate on French Language Courses Catholic University of Louvain, 12/1998 -12/2001
- Ethiopian Adventist College, Kuyera, Ethiopia, 1991-1993  
Junior College Diploma (Associate Degree) in Education

References:

All the references that are indicated in the previous section.

Phil Hughes

Our Project Manager, Mr. Phil Hughes, is a very experienced translator, interpreter, language expert, international and intercultural communications consultant, and ESL teacher. A native speaker of Chinese Mandarin and a few major local dialects including Shanghai and Ningbo dialects, Mr. Hughes has a MA in Intercultural Communications from the University of Maryland, a post-graduate 2<sup>nd</sup> BA in Intercultural Communication, and a BA of English Language and Literature from Beijing Foreign Studies Universities, one of the most prestigious institutions of higher learning in China (nicknamed the cradle of Chinese diplomats).

Mr. Hughes has over 25 years of professional experience in translation and has completed over a million words in accumulated translation projects covering more than a dozen different professional areas. He has been certified as a senior MT post-editor. He has native proficiency of English, intermediate proficiency of Spanish, and good knowledge of French.

Phil will work full time or part time as a Project Manager depending on the volume of the job we will have if LTS is to be granted the contract.

Resume of Phil Z. Hughes

Phil Z. Hughes (US citizen)

HIGHLIGHTS:

More than 8 years of post-secondary education in English Language and Literature, Intercultural Communication, Translation and Interpretation, North American Cultural Studies and professional accounting • More than 26 years of professional experience in translation, interpretation, business consulting, business management, desktop publishing, etc. • Over 6,000 pages and 1,800,000 words translated between English and Chinese (Simplified & Traditional) • More than 100 international meetings, conferences, symposiums, court hearings interpreted between English, Chinese/Mandarin and some local Chinese dialects.

EDUCATION

1993-1995 Howard Community College, Howard County, MD  
Certified Accountant Special Program (part-time, not finished)

1991-1993 University of Maryland Graduate School, Baltimore County, MD

M.A. in Intercultural Communication, minor in U.S. Culture

1981-1987 Beijing Foreign Studies University, Beijing, China

2nd B.A.(graduate level) Intercultural Communications, minor in Translation & Interpretation, 1985-1987

B.A. in English Language and Literature, 1981-1985

#### WORK EXPERIENCE

8/2008-present Freelance Translator and Interpreter

2/2007-8/2008 C/S GRoup, Lebanon, NJ. Assistant Manager of China Operations, Translation & Interpretation

1/1999-12/2006 The BossWife Group, Ningbo, China. Deputy GM: int'l project management, translation, interpretation

6/1998-1/1999 CPrompt Corporation, Indianapolis, IN. Office Manager/Marketing Coordinator.

4/1994-10/1997 University System of Maryland Downtown Baltimore Center, MD. Information Specialist

9/1991-9/1993 University of Maryland Baltimore County, Baltimore, MD. Teaching Assistant/Graduate Assistant.

7/1987-9/1991 Beijing Foreign Studies University, China. Lecturer of English: translation & interpretation, etc.

PROFESSIONAL QUALIFICATIONS Excellent skills in interpersonal and intercultural communications

• translation and interpretation between Chinese and English • MS Office Suite • Expression Web 4 • Adobe Photoshop • InDesign • Acrobat • CorelDRAW • PageMaker • QuickBooks • SDL Trados • SDLX • Across • Subtitle Edit •

#### LANGUAGE SKILLS

Chinese/Mandarin Simplified & Traditional (native) • English (native proficiency) • Spanish/Mexico (intermediate proficiency) • French (intermediate proficiency) • US government sponsored ILR Scale/LAMP tests-certified

#### MEMBERSHIP

- 03/03/2011 - present Proz.com full and verified member.

#### HONORS & AWARDS

2001-2003 Nationalities Council of Indiana, Indianapolis, IN. Board Member, Member of Finance Committee

1991-1993 University of Maryland Graduate School Baltimore. Graduate Merit Award & Fellowship, 1991-1993

1981-1987 Beijing Foreign Studies University, Beijing, China. Graduate & People's Scholarship, 1981-1987

We don't expect to replace the personnel during term of contract. If in case, such replacement or substitution of personnel is required we will hire best qualified staff with extensive experience in the industry.