



Solicitation Information
30 January 2012

Continuous Recruitment # 34

TITLE: Interpreting Services (MPA # 54)

Submission Deadline: 29 June 2012 @ 4:00 PM (EDT)

Questions concerning this solicitation may be e-mailed to the Division of Purchases at Cheryl.mcgurn@purchasing.ri.gov no later than **13 June 2012 at 12:00 Noon (EDT)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

Cheryl McGurn
Buyer

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov.

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

The Rhode Island Department of Administration/ Division of Purchases is soliciting Letters of Interest and Statements of Qualifications from qualified firms and organizations to provide foreign language interpreting services on a statewide basis for all state agencies, as needed, during the balance of an original 5 year contract that ends 12/31/16 in accordance with the State's General Conditions of Purchase, which is available on the Internet at www.purchasing.ri.gov.

This solicitation is designed to attract additional service providers to augment the current MPA # 54 qualified provider list, established under solicitation # 7448879. As a result of this solicitation, MPA 54 service providers will be identified under two categories: Qualified under solicitation # 7448879, and qualified under CR 34.

Once again, services providers added to the qualified provider list during this continuous recruitment process will be contracted through the remainder of the term, ending 12/31/16.

This is not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the submission, in addition to price; there will be no public opening or reading of responses received by the Division of Purchases pursuant to this request.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and may not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Office of Purchases.

It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

In accordance with Title 7, Chapter 1-1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the selected vendor (s)

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI.

Scope of Work

The contractor(s) selected as a result of this solicitation will provide both oral and written translation on an as-needed basis to State Departments and agencies during the term of this Master Price Agreement. **Providers must indicate if they wish to extend the offer to provide interpretation / translation services to Rhode Island cities & towns at rates offered to the State**

Contractor Requirements

Definition of Terms

Interpreters are considered to be individuals who translate the spoken word. Interpreter includes, but is not limited to, an oral interpreter, a sign language interpreter, or a deaf-blind interpreter, depending upon the needs of the individual who is deaf or hearing impaired. Please note that this LOI is limited to oral interpreters. Sign language interpretation is addressed under MPA-358.

Translators are considered to be individuals who translate the written word.

Certified translators/interpreters are considered to be individuals who have successfully completed an approved, recognized accreditation program(s).

Notification of Changes

Contractor shall notify the Department of Administration within ten (10) calendar days of any and all changes in a translator's/interpreter's status.

Fluency

Translators/Interpreters must be completely fluent in both English and in the targeted foreign language requested for the assignment.

Confidentiality

Contractor shall not disclose privileged, confidential, or embargoed information or communications acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable for the services performed for the State under this Contract.

Records Retention

All records, books, and documents reasonably related to this Contract shall be maintained and kept by Contractor for a minimum of three (3) years after termination or expiration of this Contract. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than three (3) years and until all litigation, claims, or audit findings are resolved, whichever is later. Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Contract, unless the time period for maintaining such under this subsection has lapsed.

Interpreter Requirements

Timing Interpretation shall be consecutive or simultaneous, whichever is appropriate under the circumstance.

Scheduling Contractor is responsible for coordinating with the various agencies, courts and departments to meet all scheduling requirements.

Representation of Qualifications Interpreters shall accurately and completely represent their certifications, accreditations, training, education, and pertinent experience. Interpreters shall bring to the agency's/Court's attention any circumstances or conditions that impede full compliance with any requirements of this Contract, including, but not limited to, interpreter fatigue, inability to hear, and/or inadequate knowledge of specialized terminology, and must decline assignments under conditions that make such compliance unattainable. Acceptance of a case by an interpreter represents and warrants linguistic competence in the professional setting (e.g. legal, health care, etc). Interpreters shall only provide professional interpreter services in matters in which they are confident of their capacity to perform accurately.

Impartiality and Avoidance of Conflicts of Interest Interpreters and translators shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters and translators shall immediately disclose to the Agency/Court and all parties any real, potential, or perceived conflicts of interest. Any conditions that interfere with the objectivity of an interpreter or translator shall constitute a conflict of interest. A conflict may exist if the interpreter or translator is acquainted with or related to any witness/client or related to any witness or party to the action or if the interpreter/translator has an interest in the outcome of the case/visit. An interpreter/translator shall not engage in conduct creating the appearance of bias, prejudice, or partiality. Interpreters/Translators shall abstain from comment on cases in which he or she serves. Sometimes the testimony to be interpreted is shocking or traumatic, and the interpreter must be able to deal with such matters without becoming emotionally involved. Interpreters must also be able to refrain from expressing personal opinions, showing bias, or being partial to one party over another, and must be able to work well under pressure and react quickly to solve complex linguistic and ethical problems as they arise. Interpreters/Translators who are also attorneys should not serve in both capacities in the same matter, unless agreed to by the Presiding Judge and all parties.

Professional Demeanor Interpreters/Translators shall conduct themselves in a manner consistent with the dignity of the Agency/Court and shall be as unobtrusive as possible.

Confidentiality Interpreters/Translators shall keep all information related to assignments strictly confidential. Interpreters/Translators shall not disclose privileged or confidential communications or information acquired in the course of interpreting/translating or preparing for interpretation/translation, unless authorized by the Court or by law. Interpreters/Translators must protect the confidentiality of all knowledge gained during the course of their duties. Interpreters/Translators may have access to private documents, police records, medical files, etc. during an assignment. Consequently, interpreters/translators must remember that they have an absolute responsibility to keep such information, whether oral or written, completely confidential. Contractor shall ensure that interpreters/translators comply with all State policies and procedures applicable to the security and safety of privileged and confidential information in the possession or knowledge of the interpreters/translators, and shall establish and maintain safeguards for the protection thereof.

Scope of Practice Interpreters/Translators must be versatile, flexible, skilled professionals. Interpreters shall render the message faithfully, always conveying the content and spirit of the speaker using language most readily understood by the clients whom they serve. Dishonorable (lacking in integrity, indicating an intent to deceive or take unfair advantage of another person, bringing disrepute to the profession of interpretation or translation, or unethical) conduct that does not conform to generally accepted standards of conduct for professional interpreters/translators will not be tolerated. Interpreters/Translators shall not counsel or interject personal opinion. When interpreting, respect for the clients' rights must always be evident. Interpreters/Translators shall accept assignments using discretion with regard to skill, setting, and the clients involved. Interpretation/Translation services shall always be competent, impartial, and professional. Interpreters/Translators shall limit themselves to interpreting/translating, and shall not give legal or medical advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting/translating while serving in their official capacity. An interpreter may convey legal or medical advice, including the explanation of forms and/or services, to a client only when interpreting on behalf of the client's attorney, other legal representative, or health care provider.

Assessing and Reporting Impediments to Performance Interpreters/Translators shall assess at all times their ability to deliver the services pursuant to this Contract. If an interpreter/translator has any reservation regarding his or her ability to satisfy and/or complete an assignment competently, he or she shall immediately convey such reservation to the Agency, Presiding Judge or other appropriate court authority.

Duty to Report Ethical Violations Interpreters/Translators shall report to the Agency or Presiding Judge any effort to influence or impede the performance of his or her duties, or his or her compliance with any legal requirement, any requirements contained herein, or any other official rule, policy, or procedure governing court interpretation and translation. An interpreter/translator having knowledge that another interpreter/translator has committed a violation of any provision of this Contract or requirement contained herein shall immediately notify the Agency, Presiding Judge and/or the appropriate licensing authority.

Documentation of Services Performed Interpreters shall sign in and sign out on a daily basis for each daily assignment/service with each requesting court(s) and/or user department(s). Written documentation of the services performed shall include actual arrival and departure time, cause or case number, and be signed by the Presiding Judge or authorized court or department

personnel who has authority to sign and approve such services on behalf of the court or department. A copy of the sign-in/sign-out form must be left with each requesting court(s) and/or user department(s). State will only pay the minimum service fee/charge or the hours actually worked (excluding lunch), or whichever is greater, for each assignment as outlined in Contractor's Pay Rates. The State form used for written documentation of service performed shall be for the purpose of determining the language interpreted/translated and the time spent; however, the form does not directly determine Contractor's fee. The determination of the fee the Contractor charges the State is based on the relevant rate as delineated in the Bid Proposal Section multiplied by the documented hours.

Failure to Appear on a Scheduled Assignment If an interpreter/translator fails to appear at a scheduled assignment at the day and time requested by the State, he or she is subject to immediate termination of participation and performance of this Contract and removal from the MPA for translation/interpretation services. State will allow a ten (10) minute grace period on the scheduled time. Continuous failure to appear or non-performance with contract terms and conditions may result in the termination of this Contract by the State.

Professional Development Contractor must commit to continued professionalism in the practice of interpretation/translation. Interpreters/Translators shall continually improve their skills and knowledge and advance the profession through activities, such as professional training and education, and interaction with colleagues and specialists in related fields.

Interpreters/Translators shall keep informed of all statutes, rules of courts, and policies of the judicial system/agencies that relate to the performance of their professional duties.

Interpreters/Translators shall maintain an impartial, professional relationship with all parties.

Removal and Replacement for Cause Contractor must guarantee unconditional satisfaction of all individual interpreter/translator performance levels and skills for the assignment. State may request Contractor to remove an interpreter/translator from an assignment. The reason for a removal may include, without limitation, a violation of the terms and conditions of this Contract, including a violation of State policies, rules, and regulations, or a violation of local, state, federal, or municipal statutes, or where said interpreter/translator is engaged in conduct or activities inconsistent with the terms and conditions of this Contract, or upon a determination that an individual interpreter/translator simply is not compatible with State personnel. If, within two (2) hours of assignment or any time thereafter, State finds the respective interpreter/translator to be unacceptable, for whatever reason as determined solely by State, Contractor shall replace the interpreter/translator as soon as possible at no additional cost to the state.

Emergency and Non-Scheduled Requests Due to the fact that law enforcement agencies, health agencies, courts, user departments, and detention facilities will utilize the interpretation/translation services provided hereunder, Contractor must be able to respond and provide an interpreter/translator (on-site at a Rhode Island facility or other identified location within Rhode Island) to cover emergency and non-scheduled requests within two (2) hours of the initial request, regardless of the time of day or night

Meetings Contractor is required to hold at least two (2) meetings with various State courts and/or user departments during the term of this Contract and at least one (1) meeting one (1) month prior to any renewal of this Contract if State finds it necessary. As requested by State, the parties shall periodically meet at a location designated by the parties or conduct a telephone conference call to discuss the performance of the parties' respective obligations hereunder. In order to facilitate proper management of the performance of this Contract, Contractor shall, at each such meeting, provide State with written documentation of any problem or circumstance encountered

by Contractor which (i) may prevent or tend to prevent Contractor from completing any of its obligations hereunder, or (ii) may cause or tend to cause State to generate unnecessary or excessive fees or other charges under this Contract

Site Rules and Regulations Interpreters, while on State property, shall observe and comply with all State site rules and regulations, including, but not limited to, parking and security regulations. State, in its sole discretion, shall approve all interpreters/translators requesting and/or requiring access to any State site or facility prior to admittance on State property.

Legal and Medical Interpretation Legal and medical interpretation/translation is a very demanding job and requires complete fluency both in English and the foreign language requested. The level of expertise required for this type of interpretation/translation is far greater than that required for everyday bilingual conversation. A legal and/or medical interpreter/translator shall be able to deal with the specialized language of doctors, judges, and attorneys used in medical evaluation, civil or criminal court proceedings (e.g., arraignment, motion, pretrial conference, preliminary hearing, deposition, trial, etc.), as well as with the street slang of witnesses and technical jargon of criminalists, police officers, expert witnesses, and health care providers. In addition to total fluency in both English and the requested foreign language, a legal and/or medical interpreter shall have excellent public speaking and interpersonal skills.

Background Check The State reserves the right to conduct criminal background checks on any and all of Contractor's personnel assigned to this Contract, including interpreters/translators providing services hereunder. In the event an individual's file/background check proves other than satisfactory, as determined solely by State, State reserves the right to have the individual(s) immediately removed from performing under this Contract and replaced by acceptable personnel at no additional cost to State.

Contractor Reporting and Accounting Requirements

Reporting Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Contract. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Contract with no obligation to pay for undocumented services, or both. Contractor shall not be responsible, and shall not be penalized, for State's loss of documentation and reports.

Access to Records Contractor agrees that State, or any of its duly authorized representatives, has the right of timely and unrestricted access during normal business hours to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Contract, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be available to the requesting party in the Contractor's offices in the State.

Ownership Contractor agrees that all information, data, and supporting documentation provided by the State that relates to the services hereunder shall remain the property of State.

Maintenance of Records Contractor's records, books, and other documents reasonably related to this Contract shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Contractor's offices in Rhode Island subject to inspection by State or authorized State personnel upon request during normal business hours.

State shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that that any and all electronic data is compatible with State's ability to record and read such data and Contractor shall provide electronic data in a format compatible with State's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Contract, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.

Audit The State Auditor, its assigns, or any other governmental entity approved by State shall have the unrestricted right to audit all data or documents related to this Contract. Such data shall be furnished in Contractor's offices at a mutually convenient time within a reasonable time. Should State determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Contract available to authorized State personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract.

Contractor Confidentiality

Public Information Act The parties acknowledge and agree that State is subject, as a matter of law, to Rhode Island Government Code also known as the Rhode Island Information Act (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that Rhode Island courts, judges, elected officials, Department heads, and municipal employees (hereinafter "State Requestors") may request advice, decisions, and opinions of the Attorney General of the State of RI in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data, or information, or any other thing or item furnished to or in the possession or knowledge of State. It is further acknowledged and agreed that the State Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Rhode Island Attorney General. Contractor hereby releases the State Requestors from any and all liability or obligation of any type, kind, or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data, or information, or any other thing or item furnished by Contractor or in the possession or knowledge of State that is determined by State or in reliance on any advice, decision, or opinion of the Rhode Island Attorney General to be available to the public or any persons. Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data, provided to or disclosed to the other party, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Contract.

Estimated Contract Value

From 7/1/2006 – 7/12/2011 the State spent over 2,600,000.00 in contracted services relating to MPA # 54. No expenditures by Rhode Island Cities / Towns are included in that 1.9 million dollar calculation.

The Department of Human Services, The Department of Labor & Training, and the R.I. Court System represented the three biggest users of MPA # 54 during that period. The Court System is now, from a centralized procurement standpoint, an independent agency and use of this MPA by the Court system is discretionary.

Vendor Questions & Submission

Letters of Interest to provide the services covered by this Request must be received by the Division of Purchases **on or before the date & time listed on page one of this solicitation**. Responses received after this time, as registered by the official time clock in the reception area of the Office of Purchases, will not be considered.

At the end of every month, during this continual recruitment process, proposals will subject to evaluation, based on the criteria established in this solicitation, and qualified service providers will be added for the remainder of the term.

Responses must include the following:

1. An RIVIP generated bidder certification cover sheet (downloaded from the R.I. Division of Purchases Internet home page at <http://www.purchasing.ri.gov>)
2. A statement of qualifications, including staff resume (s). Each staff member's resume shall include the following:
 - List of languages/dialects for translation
 - List of languages/dialects for interpretation
 - Documentation of any and all certifications and/or licenses for translation and/or interpretation
3. A signed Cost Proposal featuring all-inclusive hourly fees or rates to be charged and a confirmation that the Offeror is not a State employee. Hourly rates are to be submitted for each year of the maximum five-year term of the contract period. If only one set of hourly rates are submitted, those rates will remain in effect for the duration of the contract (maximum five years).

For interpretation:

Language (list by dialect if	Standard notice requested (#	Rate per hour for certified	Rate per hour for uncertified	Rate per hour for certified	Rate per hour for uncertified
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applicable)	business days)	interpreter	interpreter	interpreter for emergency (service within 24 hours of request)	interpreter for emergency (service within 24 hours of request)

For translation:

Language (list by dialect if applicable)	Standard Turnaround Time (# business days)	Rate per hour for certified translator	Rate per hour for uncertified translator	Rate per hour for certified translator for emergency (deliverable within 24 hours of request)	Rate per hour for uncertified translator for emergency (deliverable within 24 hours of request)

For translation review:

Layout of Languages with unique fonts (e.g. Khmer, Russian, Arabic): \$ _____ per hour

Language (list by dialect if applicable)	Standard Turnaround Time (# business days)	Rate per hour for certified translator	Rate per hour for uncertified translator	Rate per hour for certified review for emergency (deliverable within 24 hours of request)	Rate per hour for uncertified review for emergency (deliverable within 24 hours of request)

4. References from two (2) current state agency clients and two (2) non-state clients
5. Minimum employment requirements including education, training, previous work experience, language proficiency (include how this is assessed), and interpreter/translator skills (include how this is assessed)
6. Company testing, training, screening, and continuing education plan
7. Company quality assurance plan to monitor on a regular basis the performance of translators/interpreters and the quality of translation work products

8. Company policy on requirements for interpreting in health care settings. Policy should minimally include:
 - a. Statement of requirement to remain up-to-date on vaccinations
 - b. Statement of requirement for annual tuberculin skin test
 - c. Requirement of a signed Business Association Relationship Agreement as required by HIPAA
9. Emergency and after-hours contact for Contractor's account representative
- 10 Cancellation policy
- 11 A completed IRS Form W-9, which also may be downloaded from the Division of Purchases at <http://www.purchasing.ri.gov>. If technical help is needed to download this information, call the Helpline at (401) 222-2142 ext 134.
- 12 In addition to multiple copies, please provide your response in a electronic format (Word format or PDF format is acceptable) on a CD. This CD should be in the response marked original.

An original plus three copies of all materials, in a sealed envelope marked CR # 34 (*as provided on page one*) *Interpreting Services* should be mailed or hand-delivered to:

**RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered.

Evaluation & Selection

Responses will be evaluated on the basis of apparent ability of the Offeror, the relevancy of the language for which interpreting services are offered, and the cost of the service. All evaluation criteria are of equal importance. The State intends to make multiple awards as a result of this solicitation.

As a result of this solicitation, the State will expand a list of qualified Interpreters / translators, currently under MPA 54, for a contract term ending 12/31/16. Selection and utilization of individual providers will be based on need, availability, and price. Inclusion on the qualified provider list is no guarantee of income.

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.