



**Solicitation Information
February 11, 2020**

RFP# 7602776

TITLE: Interpreting and Translation Services (MPA-54/CR-34)

Submission Deadline: March 12, 2020 @ 11:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY: NO

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at Anthony.Venditelli@purchasing.ri.gov no later than **February 21, 2020 @ 11:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

Anthony Venditelli
Buyer I

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Department of Health (DOH) is soliciting proposals from qualified firms to provide foreign language interpreting and translation services on a statewide basis for all state agencies, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract period will begin approximately May 1, 2020 for one year. Contracts may be renewed for up to four (4) additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eco-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eco-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment->

[utilization-report-form.xlsx](#)) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.

14. Eligible Entity - In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.
15. Bid Surety Bond – Vendors responding to this RFP must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the vendor’s cost proposal. *(Vendors for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.)* An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all vendors until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the proposal submission deadline; or (iii) the rejection of all proposals.
16. Payment and Performance Bond - The successful vendor must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.
17. Master Price Agreements - Contract Administrative Fee - In 2017 the General Assembly amended the “State Purchases Act”, R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

SECTION 2. BACKGROUND

The contractor(s) selected as a result of this solicitation will provide both oral and written interpretation, translation, and translation review 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 and towns at rates offered to the State.**

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

Translation 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 RFP is limited to oral and written 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).

Qualifications

Contractor understands and agrees that, if possible, all interpreters and/or translators providing services hereunder shall be certified by the Certification Commission for Healthcare Interpreters (CCHI) www.healthcareinterpretercertification.org or the National Board of Certification for Medical Interpreters (NBCMI) www.certifiedmedicalinterpreters.org and complies with all the requirements set forth in the following, unless otherwise provided for herein all other Rhode Island requirements. Legal interpreters shall be certified from the National Center for State Courts (NCSC). If a certified/licensed translator and/or interpreter is not available for a specified language, and/or is not reasonably available, and/or can only be provided at additional expense as quoted in this bid proposal section of this contract, the Contractor may offer a qualified, but uncertified, interpreter to the State. However, the State has right to accept or reject. Specifically, a qualified interpreter:

- Has passed the written portion of an exam offered by an of the recognized certifying entities as set forth in Rhode Island Supreme Court Executive Order 2009-05,
- Completes an assessment of oral proficiency by the Office of Court Interpreters (OCI) including but not limited to consideration of a non-passing score for the oral examination, or where no examination is available;
- Completes a training session conducted by the OCI; and
- Knows and adheres to the Code of Ethics and Professional Responsibility for Court Interpreters

Certification

Contractor shall provide the Department of Administration with a copy of the current and valid translator and/or interpreter certification for all staff members providing services hereunder. If a translator and/or interpreter is not so certified, Contractor shall submit such information in writing to the Department of Administration and include the reason the translator/interpreter is not certified and/or licensed. During the term of this contract and at no cost to the State, Contractor shall ensure that the certifications of each translator/interpreter providing services hereunder are continually maintained and current. Failure to maintain certifications and/or falsification of any certifications shall render Contractor non-compliant with contract specifications and will be just cause for immediate termination of this contract. If an interpreter fails to provide the documentation required under this contract, the

interpreter will be deemed non-compliant and will be dismissed immediately and replaced by another interpreter at no cost to the State.

Phase-in for Certification

Within thirty (30) days after each State fiscal year (June 30), all contractors must provide valid certification to the Department of Administration, Division of Purchases. Improper certification will result in immediate removal from the qualified service by the end of year one of the MPA award. Eligible staff are those interpreters/translators for whom a certification exam (written and oral) is available from the CCHI or the NBCMI in the language(s) for which the staff are hired to interpret. All interpreters should take at a minimum the written portion of any certification exam to show:

- Intention to become certified
- Knowledge of subject area

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

The Contractor and interpreter/translation staff shall adhere to the NCIHC National Code of Ethics for Interpreters in Health Care, found here:

- <https://www.ncihc.org/assets/documents/publications/NCIHC%20National%20Code%20of%20Ethics.pdf>

And the NCIHC National Standards of Practice for Interpreters in Health Care, found here:

- <https://www.ncihc.org/assets/documents/publications/NCIHC%20National%20Standards%20of%20Practice.pdf>

when providing interpretation and/or translation in health care settings. The Contractor and interpreter/translation staff shall adhere to the Office of Court Interpreter Code of Ethics and Professional Responsibilities for Court Interpreters in the Rhode Island Judiciary, found here:

- https://www.courts.ri.gov/Interpreters/englishversion/PDF/Interpreters_Handbook.pdf

when providing interpretation and/or translation in legal settings.

Timing/Scheduling

Interpretation shall be consecutive or simultaneous, whichever is appropriate under the circumstance. 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 is acquainted with or related to any witness/client or related to any witness or party to the action or if the 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. Contractors 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 courts(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 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 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.

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 here under 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 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 Requestor's") may request advice, decisions, and opinions of the Attorney General of the State of Rhode Island 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, 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.

Insurance Requirements

Contractor agrees to comply with insurance requirements as indicated in the State of Rhode Island General Conditions of Purchase. All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Professional Liability ("errors and omissions") - \$1 Million or 5% of estimated project cost, whichever is greater;
- b. Automobile Liability - \$300,000.00 each occurrence combined single limit;
- c. Workers Compensation - \$1 Million each accident.

The Division may accept certificates of insurance from interpreters/translators on the MPA without language adding the State of Rhode Island as an "additional insured." However, the coverage must still be at the \$1,000,000 minimum.

Independent Contractors are not entitled to workers' compensation benefits as long as a Notice of Designation as Independent Contractor form is submitted. The Notice of Designation as Independent Contractor form can be accessed here: <http://www.purchasing.ri.gov/rivip/publicdocuments/DWC-11-IC.pdf>

Estimated Contract Value

From 12/1/2011 – 1/31/2020, the State spent more than \$4,900,000.00 in contracted services relating to MPA-54. No expenditures by Rhode Island Cities/Towns are included in that 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.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of interpretation and translation services. Also include:
 - a. Minimum employment requirements including education, training and previous work experience, language proficiency (include how this is assessed), and interpreter/translator skill (include how this is assessed)
 - b. Documentation of any and all certifications and/or license for translation and/or interpretation
2. **Capability, Capacity, and Qualifications of the Offeror** – Please provide a detailed description of the Vendor’s experience as a 3rd party interpretation and translation agency, including experience in both interpretation and translation.
 - a. Reference from two (2) current state agency clients and two (2) non-state clients and include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided
 - b. List of languages/dialects for translation
 - c. List of languages/dialects for interpretation
 - d. Company testing, training, screening and continuing education plan
3. **Work Plan** – Please describe in detail, the framework within which requested interpretation and translation services will be performed. Company policy on requirements for interpreting in health care settings. Policy should minimally include:
 - a. Statements of requirements to remain up-to-date vaccinations
 - b. Statements of requirements for annual tuberculin skin test
 - c. Requirement of a signed Business Association Relationship Agreement as required by HIPAA
 - d. Company quality assurance plan to monitor on a regular basis the performance of translators/interpreters and the quality of translation work products
4. **Approach/Methodology** – Define the methodology to be used for the submission of interpretation and translation services to clients. What procedures will be used to ensure accurate and timely interpretation and translation services? Include approaches for the following:
 - a. Emergency and after-hours contact for Contractor’s account representative
 - b. Cancellation policy

B. Cost Proposal

Detailed Budget and Budget Narrative:

Provide a cost proposal to include the following:

For interpretation:

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

For translator:

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 translator review:

Layout of Languages with unique fonts (e.g. Khmer, Russian, Arabic)

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)

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	15 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	15 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B’s cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at Anthony.Venditelli@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7602776** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and

each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

B. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP #7602776**” 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 shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date