



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
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<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#16-0034
ON-CALL TRANSLATION SERVICES

March 15, 2016

Sedgwick County, Kansas (hereafter referred to as "County") will accept proposals for On-Call Translation Services for various County departments throughout Sedgwick County. **The County may select multiple vendors to provide the range of services requested within this document.**

Firms interested in submitting a response meeting all terms, conditions, and requirements, shall provide an original and one (1) electronic copy (CD or usb drive) of the attached *Bid Response Form*, and requested supplemental information on or before **Tuesday, April 5, 2016, at 1:45 p.m. CDT**. Responses must be sealed in an envelope and marked with the firm's name and address, bid number, bid opening date, and bid opening time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Kristen McGovern
Senior Purchasing Agent

1. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, e.g. - public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The requested services will consist of providing foreign language interpretation on an as-needed basis for County and District Court programs and services at various County facilities, including the Sedgwick County Adult Detention Facility, COMCARE, the Sedgwick County Developmental Disability Organization, District Court and 911 Call Center. The detention facility is a 24 hours per day, 7 days per week, 365 days per year operation and is obligated to provide foreign language interpreters upon request to non-English speaking individuals who are housed in the facility. In addition to the Detention Facility, there are other County programs or services that operate 24-7 and may require interpreting services after standard business hours. Where services are required within 2 hours notice, these are considered emergency services. These include services in settings where the need for interpretation services cannot be planned for in advance, and may include interpreting in area settings of booking and/or the infirmary, which would be considered on-call emergency notice. Interpretation is also requested for standard services, which would include meetings and appointments that are scheduled with advance notice. These include ongoing social service programs like: Anger Management, Alcoholics Anonymous, or other meetings/appointments that are planned in advance. If proposers are unable to provide both standard services and emergency services, Sedgwick County reserves the right to award contracts to one or more vendors to provide either standard services or emergency services.

2. SCOPE OF WORK

The following are minimum requirements for services provided to Sedgwick County in order to assist Limited English Proficiency (LEP) individuals using the following methodologies: **oral language interpretation, document translation services, and automated systems (phone, video, and other electronic devices)** which allow the requester to call the service and obtain an interpreter upon immediate request. Specific locations for providing such services will be cited at the time of the initial request for service from the department or authorized County agent to the selected vendor.

- **Oral language interpretation** is the provision of interpretation services working directly with an individual who does not speak English in departmental facilities, public facilities, courtrooms, correctional facilities, medical facilities, or client residences (K.S.A. 75-4351). Some County departments and District Court require interpreters with experience and/or training in medical or legal interpretation. Interpretation services are usually pre-arranged by phone call, fax or e-mail from authorized personnel in one of the County's departments or agencies; however, occasionally services will be needed with relatively short notice and a prompt response is necessary. The District Court interpreters are generally on site at the Main Courthouse each morning to cover the criminal and traffic dockets. The required volume of interpreter services varies significantly between departments. COMCARE, the community mental health center, requires interpreters with medical experience or training and averages around 70 to 80 hours per month of in-person interpretation. Payment is normally based on an hourly rate but providers may propose alternative payment methods if desired.
- **Document translation** involves either the translation of foreign language documents into English or the translation of English documents into a foreign language. Typically, the documents will be forwarded to the vendor by a mutually agreed upon method and the vendor will do the translation in their facility. Final versions shall be delivered to the authorized requester at their specified site and in the form specified in the request. Payment is normally based on a per-word or per-page basis but providers may propose alternative payment methods if desired.

- **Automated systems (phone, video and other electronic devices)** involve systems that allow the requester to call the service and obtain an interpreter online to work with the individual and county staff over the phone or by means of other electronic devices. Response may be immediate (upon demand) and can be accessed without making any prior arrangements. The required volume of services varies greatly between departments. COMCARE, the community mental health center, requires interpreters with medical experience or training and averages nearly two-hundred calls per month each lasting around 6 minutes. Payment is normally based on a per-minute basis but providers may propose alternative payment methods if desired.
- The 18th Judicial District Court requires a flat monthly fee to cover all foreign language interpreting services, including the following types of hearings, meetings, and interviews. This list serves as an example only and is not comprehensive. Sedgwick County is not limited to the list provided when requesting services for the 18th Judicial District Court. The approximate amount of hours is estimated at 250. This is strictly an estimate.

Traffic Court Hearings
 Juvenile Court Hearings
 1st Appearances
 Witness Testimony
 PFA Docket
 Small Claims
 Family Law Court
 Civil Court
 Misdemeanor and Felony Criminal Cases
 Care and Treatment Cases
 Extradition Hearings
 Other Misdemeanor Cases
 Diversion
 Limited Case Management Meetings
 Sedgwick County Jail/Clinic
 Probation Office Interviews

Vendors shall be expected to meet the County requirements as described in this document and as outlined in the terms and conditions. The County expects that services be provided in a timely and highly professional manner. The quality of the translation and interpretation shall reflect a general knowledge of terminology and concepts related to subjects pertaining to individual departments, which include but are not limited to: **COMCARE (community mental health center), Health Department, District Courts, Community Developmental Disabilities Organization (CDDO), 911 Call Center and Communications.**

Many of the County's services and departments operate on a 24/7 basis and require on-call services to align with such hours. Be sure to include in your bid the rates (hourly, per word, per page, or per minute) **based on normal operational hours (8:00 a.m. – 5:00 p.m. Monday – Friday), outside of normal operational hours (includes weekends and holidays) and emergency services (within 1-2 hours).**

3. MINIMUM REQUIREMENTS

Translation/Interpretation Services:

1. Provide adequate number of experienced and trained personnel in mental health, medical/911 dispatch and legal interpretation and translation, with current certifications, where applicable. (K.S.A. 75-4353)
2. Ensure interpreters have native or near native fluency level in the foreign language to provide effective and accurate communication.
3. Offer continuing programs of training and development for staff, as appropriate.
4. Maintain internal management procedures that keep employees at all levels within the organization up-to-date on service rules, requirements and service delivery practices.
5. Must possess superior communication, written and customer service skills.
6. Must maintain a confidentiality policy and ensure that all information being translated and/or interpreted remain confidential in accordance with HIPAA standards.
7. Ability to pass foreign language interpretation test if requested.
8. Must agree **not to** counsel, provide advice, or interject personal opinion into the translation/interpretation.
9. Must render impartiality of services at all times. For example, no one may provide interpretation services for a person to whom they are married, related (first or second degrees of consanguinity), or living with or a close friend or acquaintance. (K.S.A. 75-4353)
10. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services.
11. Have a minimum of three (3) years or more of translation/interpretation experience.
12. Provide at least three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided and a brief description of the type of services provided.
13. Identify a single point of contact for concerns and/or questions.
14. Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations including the Health Insurance Portability and Accountability Act (HIPAA). All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
15. Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the Contract Documents and be legally bound by same.

For Emergency Notice Services:

1. Meet all requirements listed above for Standard Services.
2. Ability to be available within 2 hours of an on-call emergency notice.

4. CONTRACT PERIOD INFORMATION

A contractual period with the successful firm will begin following award from Board of County Commission and will be for three (3) years with two (2) one (1) year options to renew.

If, through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving a (30) day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to the document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposal and award an agreement for the same services to another qualified firm to provide services.

Payment for all specified services to the successful firm will be made following:

- Monthly itemized invoices sent to AP_Invoices@sedgwick.gov ;
- Verification that the specified services have been completed;

5. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. (CDT) Monday, March 28, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://ssc.sedgwickcounty.org/RFQRFWebApp/RFP2.aspx> , to the right of the RFB number by 5:00 p.m. (CDT) Wednesday March 30, 2016. **Vendors are responsible for checking the website and acknowledging any addenda on their Bid Response Form.**

6. INSURANCE COVERAGE

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker’s compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Worker’s Compensation:	
Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

7. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

8. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

9. TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact Kristen McGovern, Purchasing Department at kristen.mcgovern@sedgwick.gov to confirm any and all dates.

Distribution of Request for Bid to interested parties	March 16, 2016
Clarification, Information and Questions submitted in writing	March 28, 2016
Addendum Issued	March 30, 2016
Sealed bids due before 1:45 p.m. CDT	April 5, 2016
Evaluation Period	April 6, 2016 to April 13, 2016
Board of Bids and Contracts Recommendation	April 14, 2016
Board of County Commission Award	April 20, 2016

Award results will be posted on our website

<https://ssc.sedgwickcounty.org/RFQRFWebApp/RFP2.aspx>

PROPOSAL CONDITIONS

<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

GENERAL CONTRACT PROVISIONS

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

10. PRICING

Contract term shall be for three (3) years with two (2) one (1) year options to renew.

Bids will be evaluated based on pricing, references and experience

Monthly Flat Rate for 18th Judicial District Court _____

Rates for standard service	\$	<input type="checkbox"/> Per hour <input type="checkbox"/> Per minute <input type="checkbox"/> Per page <input type="checkbox"/> Other (describe)
Rates for evenings/weekends and holidays	\$	<input type="checkbox"/> Per hour <input type="checkbox"/> Per minute <input type="checkbox"/> Per page <input type="checkbox"/> Other (describe)
Rates for emergency service	\$	<input type="checkbox"/> Per hour <input type="checkbox"/> Per minute <input type="checkbox"/> Per page <input type="checkbox"/> Other (describe)

NUMBER OF QUALIFIED STAFF: _____

COPIES OF CERTIFICATIONS INCLUDED: ____ YES ____ NO

REFERENCES INCLUDED: ____ YES ____ NO

PLEASE LIST ALL FOREIGN LANGUAGES YOU ARE ABLE TO TRANSLATE

BID RESPONSE FORM
#16-0034
ON-CALL TRANSLATION

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION:

Public Corporation ___ Private Corporation ___ Sole Proprietorship ___ Partnership ___ Small Business ___

General Nature of Business _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

Not a Minority Owned Business ___ **Minority Owned Business** ___ **Certification#** _____

African American ___, Asian ___, Subcontinent Asian ___, Hispanic ___, American Indian ___, Other ___

Not a Woman-Owned Business: ___ **Woman-Owned Business** ___

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

I/We _____, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

Signature _____ Title _____

Date _____