



Clark County Department of Job & Family Services
By and through the authority of the Board of Clark County Commissioners

REQUEST FOR PROPOSALS (RFP)

RFP 23-SFY-08

For: INTERPRETER/TRANSLATION SERVICES

RELEASE DATE: Wednesday, May 03, 2023

Offered By:

Clark County Department of Job and Family Services
1345 Lagonda Avenue
Building C
Springfield, Ohio 45503
(937) 327-1700

PROPOSAL DUE DATE:

**Friday, May 19, 2023
2:00 p.m.**

The Board of Clark County Commissioners ("Board") is seeking proposals and intends to award a single or multiple contract(s) to provide language interpretation and translation services for individuals and families that seek services from one or more of the program areas for the Clark County Department of Job & Family Services ("Department") at 1345 Lagonda Avenue Springfield, Ohio 45503. Department will administer the contract(s) once executed by all parties. Interested vendors are required to follow the procedures outlined below. A sample contract can be viewed online ([click here](#)). There will be no changes to the contract unless agreed upon by all parties. Board reserves the right to reject any or all proposals or to waive any defect in a proposal which does not materially alter the contract document.

CONTRACT AWARD: The contract(s) will be awarded to the responsible vendor(s) whose proposal(s) is/are most advantageous to Board. A potential vendor's failure to address all items in its proposal may result in its rejection. Only Board has the authority to bind Department into a contract.

AWARD INFORMATION: Various funding sources will be used depending on the agency program utilizing the service.

EVALUATION: Proposals will be evaluated, and a contract(s) will be awarded to the vendor(s) based on:

1. Current/Past Performance;
2. Cost;
3. Completeness of all required information and forms requested in this RFP;
4. Ability to meet County insurance requirements; and
5. Business references and Demonstration of Experience.

Vendors may be disqualified for failure to meet any of the above requirements. Proposals will be evaluated on all five (5) criteria, which are listed in the order of importance. The selected vendor(s) will be chosen based on performance

and cost with terms that are most advantageous to Department. Department will also ensure that the selected vendor(s) has provided complete proposal information including required response forms, business references, demonstration of experience, and ability to meet Board insurance requirements.

Board reserves the right to reject any proposals in which the potential vendor takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the contracting authority considers to be excessive, compared to existing market conditions, or determines to exceed the available funds of the contracting authority. Board reserves the right to reject, in whole or in part, any proposal that Board has determined, using the factors and criteria Board developed pursuant to this section, would not be in the best interest of the County.

INQUIRY PERIOD: Vendors shall contact Clark_Contract_Development@jfs.ohio.gov with any questions regarding this RFP. If the question is submitted via email, the subject line of the email must be "Interpretation/Translation Services RFP," in order to ensure timely receipt of all questions. The inquiry period opens upon release of the RFP, and closes at **2:00 p.m. on Friday, May 19, 2023**. Department reserves the right to disregard any questions that are not properly or timely submitted. Any questions or answers deemed to be material to all vendors will be posted on the Department's website. It is the responsibility of all vendors to review the Department's website prior to submitting their proposal. Board may conduct discussions with potential vendors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

INSURANCE REQUIREMENTS: Interested vendors must meet Board insurance requirements in order to be considered an eligible vendor (see page 6 of response forms below).

BUSINESS REFERENCES: Interested vendors' proposals shall include a list of at least three (3) companies or organizations with which it has had contracts to provide like services within the past two (2) years. This list shall include the name and phone number of a contact person who is familiar with the vendor's job performance. Neither Department nor Board may be used as a reference. There is a limit of one (1) reference from any other Clark County government agency or department (including Utilities, Courts, Sheriff, etc.). Board may verify the vendor's experience based upon the list of business references submitted and any other sources which Board deems appropriate.

DEMONSTRATION OF EXPERIENCE: All interested vendors shall submit with their proposals, samples of their past experience. Vendors shall demonstrate their previous experience in delivering similar or related services. Vendors shall include descriptions, samples, or both of up to three (3) similar projects or contracts completed in the past five (5) years that demonstrate appropriate experience. Examples can be from the same projects for which business references are provided.

HOW TO SUBMIT A PROPOSAL: After reviewing the sample contract ([click here](#)), print a copy of the response sheet and included forms listed below, and completely fill in all sections. The forms can be completed electronically and then printed for signature or printed and completed by hand. Vendor may attach other sheets if necessary to fully provide information regarding proposal and scope of work. Return all completed required forms via email to Clark_Contract_Development@jfs.ohio.gov on or before **2:00 p.m. on Friday, May 19, 2023**. Original hard-copy proposals can be mailed or hand-delivered to the receptionist in Building C Lobby. Proposals shall be clearly marked on the outside of the envelope in the lower left-hand corner as follows: "Interpretation/Translation Services." The name and address of the vendor submitting the proposal shall also appear on the outside of the envelope.

Board is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the email address or mailing address specified above.

Vendors who choose to mail their proposals do so at their own risk. There will be no exceptions for proposals that are received late due to delays in postal service.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Board and the proposer selected.

SCOPE OF WORK & SERVICES TO BE PROVIDED: Department is requesting pricing for language interpretation and translation services for individuals and families seeking services from one or more of the Department program areas. The Scope of Work contains two separate requests. A scheduled on-site interpreter that will assist with walk-in, non-English speaking (with emphasis on Haitian Creole) individuals seeking benefits outlined below (1) and the inclusive, in-person or telephonic interpreter and translation services outlined below (2-14). Proposers may bid on the entire scope of work or separately.

1. Provide an on-site, full-time interpreter (8:00 a.m. – 4:30 p.m. Monday – Friday) specializing in Haitian Creole for walk-in customers who require assistance regarding any of Department's services. Full-time interpreter is preferred but other regular schedule will be considered.
2. Provide in person/telephone interpreting at Department during regular Agency business hours (8:00 a.m.- 4:30 p.m., Monday-Friday, except holidays).
3. Provide in person/telephone interpreting services at various locations for Benefits Plus (Client Benefits) and Family and Children Services emergency calls (4:30 p.m.- 8:00 a.m. Monday - Friday, weekends, and holidays).
4. Provide in-person American Sign language interpreting at Department during regular Agency business hours (8:00 a.m.- 4:30 p.m., Monday-Friday, except holidays).
5. Provide in person American Sign Language interpreting at various locations for Family and Children Services emergency calls (4:30 p.m.- 8:00 a.m. Monday - Friday, weekends, and holidays).
6. Provider shall retrieve messages daily from the voicemail left on the line dedicated to Spanish-speaking customers. The Provider shall also return these calls within 24 hours of the request.
7. Provider shall retrieve messages left by customers on other voicemail daily in a language other than English or Spanish. The Provider shall also return these calls within 24 hours of request.
8. At the request of Department, the Provider shall provide written translation of documents provided by customer, written in a language other than English.
9. All contract interpreters shall demonstrate language skill by meeting the following minimum requirements:
 - Pass a written terminology test with a score of 85% or higher;
 - Pass a third-party verbal assessment with a score of 85% or higher;
 - Undergo two (2) shadowing appointments for assessment by a senior interpreter (Contractor reserves the right to waive shadowing for highly-experienced and/or certified interpreters).
10. Contract interpreters will wear a company badge at all times that easily identifies them.
11. Provider will create a training tailored to Department assignments and terminology that will be mandatory for all Contract interpreters before working at Department.
12. Provider will train and permit access of identified Department staff to Provider's on-line scheduling and invoice system if applicable.
13. Contract interpreters will make reminder calls to Department customers with pre-scheduled appointments in appropriate language at no additional charge to Department.
14. Provider will provide training to identified Department staff on how to work effectively with interpreters.

Specification of Deliverables:

1. With respect to verbal interpreting appointments, meet or exceed average fulfillment rates of 96%, with a goal of reaching 100% to the extent reasonably possible. In the event that Contractor is unable to fulfill an on-site requested appointment, it shall contact the requestor to determine the best course of action, such as rescheduling the appointment to a time when an interpreter is available, utilizing on-demand over-the-phone services, or utilizing scheduled over-the-phone services. With respect to written translations, Contractor shall adhere to the industry standard envelope by the Localization Industry Standards Association (LISA). This standard permits a 1% error rate for the type of content to be translated for CCDJFS. To achieve this result, Contractor shall ensure that translations are done by one linguist and reviewed, evaluated and edited (as necessary) by a second linguist. Any translation that has error rate over 1% shall be edited until it reaches a minimum of 99% accuracy. Final translated documents shall not be delivered to CCDJFS until this quality threshold is met.
2. Provide documented quality assurance activities for interpretation and translation services.
3. Provide reports by the tenth (10^{th}) of each month for services provided in the preceding month as defined in the Reporting Requirements.
4. Provide reports by the tenth (10^{th}) of each month for services provided in the preceding month. The reports must, minimally, contain the following:
 - a. Number of interpretation requests categorized by on-site scheduled, on-site emergency and telephonic.
 - b. Number of interpretation requests per month, categorized by languages requested.
 - c. Number of interpretation requests per month, categorized by program area.
 - d. Number of service requests that were not completed due to cancellation or no show (either party).
 - e. Average and range of time to complete appointments.
 - f. Number of translation requests by Agency, language, and document size.
 - g. Provide quarterly quality assurance reports for translation and interpretation services.
5. Provide a monthly report listing each in-person and telephonic interpretation session. Report should include:
 - a. Name of client
 - b. Name of interpreter
 - c. Name of the Department staff member making the request
 - d. Date of session
 - e. Start time of session
 - f. End time of session
 - g. Length of session

Expected Outcomes:

1. Lack of timely translation service will not be an identifiable factor in agency failure to provide timely service.
2. 99% accuracy rate as supported by quality assurance activities outlined above.

VENDOR REQUIREMENTS

1. Clark County DJFS is a drug free workplace.
2. Clark County DJFS is a smoke free facility, this also includes personal vaporize devices.
3. Vendor should show the utmost respect to Department staff and Department's clients.
4. Vendor must adhere to the Clark County DJFS Concealed Carry Policy.

PRICING: Please provide pricing to perform all functions of the contract listed in this request for proposal on page 2 of the response forms, below.

CONTRACT TERM: Two-year term beginning July 1, 2023. Board may, at its discretion, extend the contract(s) for one (1) additional one-year term effective July 1, 2025.

VENDOR SELECTION: After proposals are reviewed per EVALUATION section above, a recommendation will be made to Department Director to award contract(s) to one or more vendor(s). Director will make a final selection to recommend to Board, and may consider proposal quality, reasonableness and appropriateness of proposed budget, funding available, and past contract/subgrant performance. Board reserves the right to accept or reject Director's recommendation. All vendors who submit a proposal will receive a Letter of Intent at the email address provided on the Response Sheet, regardless of vendor selected.

PROTESTS: Any potential or actual proposer may file a protest on any matter relating to the process of soliciting the proposals or on the belief that Department has not followed procedures outlined in this RFP.

Such a protest must comply with the following guidelines:

- 1) Protests shall be in writing and shall contain the following information:
 - a) The name, address, and telephone number of the protestor;
 - b) The program name and number of the RFP being protested;
 - c) A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d) A request for a ruling by Department;
 - e) A statement as to the form of relief requested from Department; and
 - f) Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
- 2) A protest shall be considered timely if received within the following periods:
 - a) A protest based on alleged improprieties or events about which the protestor knew or could have reasonably discovered, prior to the closing date for receipt of proposals, shall be filed no later than the deadline for receipt of proposals.
 - b) If the protest relates to the PRT's or the Director's recommendation to award a contract or to reject any or all proposals, the protest shall be filed no later than 9 a.m. of the seventh (7th) calendar day after the issuance of the notification of Intent to Award the contract or the notification of Intent to Reject all proposals, whichever is applicable.
- 3) An untimely protest may be considered by Department if it determines that the protest raises issues significant to Department's procurement system. An untimely protest is one received by Department after the time periods set forth in Item 2 of this section.
- 4) All protests must be filed at the following location via email to:

Virginia K. Martycz, Ph.D., Director
virginia.martycz@jfs.ohio.gov

- 5) When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless Board determines that a delay will severely disadvantage Board. Proposer(s) who would have been awarded the contract(s) shall be notified of the receipt of the protest.
- 6) Board shall issue written decision on all timely protests and shall notify any provider who filed an untimely protest as to whether or not the protest will be considered.
- 7) Proposers who choose to rely on responses to public records requests when preparing their protests do so at their own risk.

LIMITATIONS:

The award of a contract is contingent upon the approval of Board. No contract shall be valid and legal until it has been approved and executed, in signature, by Board.

This RFP does not commit Board to award a contract or to pay any cost incurred in the preparation of a proposal. Board reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP.

Board will review each proposal with respect to price, proposer's administrative and programmatic capabilities, and conformance to the RFP criteria. Board may reject all responses if proposed rates are unreasonable or if proposers do not meet the RFP acceptance criteria. All proposals submitted in response to the RFP will become the property of Board.

Proposal selection does not guarantee that a contract for services will be awarded. Board reserves the right to terminate the negotiation process in the event that negotiations fail with proposer whose proposal is selected and/or issues arise during negotiations that prevent Board from entering into a contract with that proposer. If this happens, Board, in its sole discretion, reserves the right to: (1) select the next highest rated proposer that responded to the RFP or (2) cancel and/or reissue the RFP.

Proposer(s) selected will be required to agree to the terms of the Sample Contract included on the website dedicated to RFP related documents. These terms cannot be modified without authorization from Board.

THE FOLLOWING SIX (6) PAGES MUST BE INCLUDED AS PART OF VENDOR'S RESPONSE.

2023 INTERPRETER/TRANSLATION SERVICES REQUEST FOR PROPOSALS
RESPONSE SHEET

NAME OF VENDOR:

CONTACT INFORMATION (include name, address, email address, and phone number):

VENDOR'S FEDERAL TAX ID NUMBER:

NUMBER OF YEARS IN BUSINESS:

THREE PROFESSIONAL REFERENCES (include address, email address and phone):

1.

2.

3.

DEMONSTRATION OF EXPERIENCE (attach additional pages, if necessary):

Attach additional sheets as necessary to provide accurate information about how your company will fully meet the specifications and provide all services requested by Department.

PRICING:

Vendor shall indicate a fee schedule for all categories specified below. No costs other than those specified in vendor's proposal will be paid by Department unless agreed to in writing in advance of purchase or work being completed.

CATEGORY	PRICE & INFORMATION/SPECIFICATIONS
In Person Interpreting Regular & After Hours	
Telephonic Interpreting	
Written Translation	
Video Remote Interpreting	
On-site, full-time Interpretations for all of Departments services	
Other Costs (specify) No Show Travel Charge	

Provide the following information:

Number of years your company has been in business: _____

Warranty provided for work completed: _____

Attach additional sheets as necessary to provide accurate information about how your company will fully meet the specifications and provide all services requested by Department.

PLEASE INCLUDE A COPY OF ALL CURRENT LICENSES AND/OR CERTIFICATIONS WITH YOUR PROPOSAL.

Non-Collusion Affidavit

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes

(NAME)

and says that he/she is _____ for

(POSITION)

_____ the party making the fore-

(COMPANY NAME)

going proposal, that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Commissioners or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____, _____

Bidder's Personal Property Tax Statement

(See Section 5719.042, O.R.C.)

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, having been duly sworn, state that I am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____.

On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

OR

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____.

I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows:

owed in delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

DATE

BIDDER

Sworn to and subscribed before me, a Notary Public, on this _____

day of _____, _____.

NOTARY PUBLIC

My commission expires _____, _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ (Name of Entity)

for a contract for _____

(Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH COUNTY INSURANCE REQUIREMENTS

The following is a list of required insurance policies:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit.

I, _____, certify that I have reviewed the above insurance requirements, and:

(_____) I certify that as an individual/company/organization submitting a proposal, I am able to meet the above insurance requirements.

OR

(_____) I am not able to meet the above insurance requirements, and would like to request a waiver of the following policies:

_____.

The insurance policies currently held by this individual/company/organization are:

_____ . A copy of the current insurance policies is attached.

Signed:

Printed Name, Title