

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6580

INTERPRETER

SERVICES

FOR

WASHTENAW COUNTY

TRIAL COURT

Prepared by:

Washtenaw County Trial Court &
Washtenaw County Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6760)





WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6580

October 14, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County Trial Courts is issuing a Request for Proposal (RFP) # 6580 for Interpreter Services.

Sealed Proposals: Contractor will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

by 2:00 p.m. on Friday October 29, 2010

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6580**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Robert Carbeck at **734-222-3372** or carbeckr@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL

Definitions:

- "Trial Court"** is the Washtenaw County Trial Court
- "County"** is Washtenaw County in Michigan.
- "Bidder"** an individual or business submitting a bid to Washtenaw County.
- "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

The Washtenaw County Trial Court is seeking proposals from individuals interested in providing interpreting services as described in and required by Michigan laws for persons requiring those services for court cases in Washtenaw County.

Proposal Terms:

A. The Trial Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The Trial Court does not intend to award a contract fully on the basis of any response made to the proposal; the Trial Court reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the Trial Court's specifications and needs.

B. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 2-6, for Washtenaw County contract requirements.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **original** proposal and **two (2) copies** must be at the County Purchasing Office on or before the date and time specified.

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

E. The compensation requirements stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience, and describe experience in providing the level and type of service specified in the proposal.
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
- C. Bidders earliest date of availability to assume the duties.
- D. Bidder's compensation requirements.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is responsible to the Washtenaw County Trial Chief Judge or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Chief Judge of the Trial Court.

Section 4 - The Trial Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Chief Judge of the Trial Court.

Section 6 - After reasonable notice to the Contractor, the Trial Court may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V- PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the Trial Court's written approval.

Section 2 - The Contractor will not hire any Trial Court employee for any of the required services without the Trial Court's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the Trial Court for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Trial Court and/or Washtenaw County, their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Trial Court and/or Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Trial Court Chief Judge. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring the Trial Court and/or Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage.

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Contractor shall furnish the Trial Court Chief Judge with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Trial Court Chief Judge.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Trial Court Chief Judge. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Trial Court with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Trial Court Chief Judge, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND TRIAL COURT

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Trial Court and/or County of Washtenaw, or member of it's governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Trial Court may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status,

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religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.76 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before **April 30, 2011** and annually thereafter which amount shall be automatically incorporated into this contract. Trial Court agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the Trial Court and the Contractor, their successors and assigns. Neither the Trial Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Trial Court and/or the County against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Trial Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. INTERPRETER SERVICES SPECIFICATIONS

Background:

This request for interpreter services for the Trial Court is to cover interpreter services on an as needed basis. Approximately 50 assignments are performed annually.

Duties of the Interpreter:

The Contractor will ensure appropriate backup interpreter services are provided to the Trial Court when needed.

Administrative Services:

1. The Contractor will provide management oversight to the office operations and staff provided by the Trial Court for the conduct of timely and efficient services necessary to the statutory duties of the Trial Court.
2. The Contractor will recommend, approve, review and update all forms and official documents necessary to the fulfillment of interpreting services responsibilities.

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3. The Contractor will maintain a staff of qualified interpreters who will be able to respond to the Trial Court's needs in a timely manner.
4. The Contractor will submit a written proposal of services requested prior to the date of the hearing for approval by the Trial Court.
5. The Contractor will be responsible to maintain confidentiality with regards to cases and information pertaining to any assigned clients.
6. The Contractor will perform other such duties as may be required by law or necessary to the performance of the Trial Court.
7. The Contractor will work closely with Trial Court to ensure a smooth working relationship between the Trial Court and the client.
8. The Contractor will guarantee that each interpreter assigned is qualified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. The Contractor will maintain detailed records regarding each assignment.
10. The Contractor assures that administrative services provided by the backup interpreter(s) conform to the requirements stated in 1 through 9 above.

Interpreter Services

1. General Services

When making request, authorized Trial Court personnel will attempt to provide the following information:

- a. Date, time and expected duration of assignment.
- b. Location (street address, room number) of the assignment.
- c. Name and phone number of an on-site person.
- d. Special information pertinent to the appropriate placement of an interpreter (type of meeting, language preference of the client).
- e. Name of client, case number and type of hearing.
- f. Number of interpreters required.

Offers shall indicate in the proposal their pricing schedule for the various services required. The hourly rates paid to the interpreter shall be on a cost per hour of interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the interview. All pricing submitted shall be considered fully burdened and inclusive of all costs associated with the provision of all services. The Trial Court will accept no travel time rates or administrative fees. **The minimum length of assignment shall be no more than one**

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(1) hour for Spanish and other languages agreed to by the parties and shall be no more than two (2) hours for all other languages agreed to by the parties,

If cancellation is necessary for on-site interpreting services, the trial Court may give 24-hour notice without incurring charges. **If cancellation takes place on the day of scheduled services a 2-hour minimum fee will be paid at the designated rate.**

2. Emergency Services

The Offeror must be able to provide interpreters within three (3) hours of receiving request for emergency service.

Additional Services Available

The Offeror shall indicate, as a separate attachment to the submittal, any additional services and their costs, which may be available to the Trial Court, (i.e. real time, bilingual services, sign language, etc). The additional services proposed will not be considered a criterion for award but are requested in the event a contract is established with that Offeror and the Trial Court desires to take advantage of such additional services.

Payment Procedures

The contractor will prepare a detailed invoice for services rendered. This billing will be submitted on the basis of interpreting costs plus any additional services provided.

Qualifications for the Interpreter:

1. The Contractor must immediately comply with all requirements from the Michigan Supreme Court regarding qualifications, certification or other standards for interpreter services and must maintain during the term of service.
2. Interpreters for the hearing impaired must be certified by the Registry of Interpreters for the Deaf (R.I.D.)

Confidential Disclosure Agreement:

All knowledge and information expressly identified by the Trial Court which the Contractor or their respective translator/interpreter(s) acquire during the term of the Agreement respecting the business and clients of the Trial Court shall be held by the Contractor and their respective interpreter(s) in trust and fiduciary capacity for the sole benefit of the Trial Court. The Contractor and their respective translator/interpreter agree not to divulge or publish, or authorize anyone else to divulge or publish, either during the term of this Agreement or subsequent thereto, acknowledge of such information acquired in the course of service under this Agreement.

V. TERMS AND CONDITIONS

AWARD:

The Trial Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the Trial Court may consider. The Trial Court does not intend to award a contract fully on the basis of any response made to the proposal; the Trial Court reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the Trial Court's specifications and needs.

Although it is the intention of the Trial Court to award the entire RFP to one contractor, more than one may be awarded if one is unable to cover all of the required services.

TERM OF CONTRACT:

The contract is for a one (1) year term. If both the Trial Court and the Contractor agree the contract may be extended for four (4) additional years. The extensions would be for one year at a time and would follow the same terms and conditions in the contract.

COST OF RFP:

The Trial Court will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

By submitting a proposal, you:

1. Agree to conform to all applicable Federal, State and local laws.
2. Agree to make no division of any fees between your firm and consultants who are not in your firm.
3. Agree that the Trial Court reserves the right to terminate the relationship at any time with the assurance that the firm will be entitled to reimbursement for any services rendered prior to the date of termination
4. Shall provide a statement that your firm has no conflicting financial or professional interest and is qualified to perform the services.

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PRICE SHEET

Unit prices shall be **fully burdened** and inclusive of all costs associated with the provision of all services including but not limited to administrative fees.

Daytime Rates (define)_____ \$_____/hour

Evening Rates (define)_____ \$_____/hour

Night Rates (define)_____ \$_____/hour

Weekend/Holiday Rates \$_____/hour

Emergency (three hour response) \$_____/hour

Provide a list of dates when services are not available, if any (i.e. holidays):

Provide minimum time required for cancellation of services at no charge to the Trial Court:

_____hours.

SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Purchase Order Email Address _____	Federal Tax ID # _____
Contact Email Address _____	

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Please ensure that updated vendor information is on file with the County's Purchasing Division

By checking this box we hereby certify that we are a Washtenaw County company as defined in Paragraph II.F. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.