



Request for Proposal

RFP # 22-041

Request for Proposals for LEP Language Services: Interpretation, Translation, Bilingual Staff Assessments & Training Services

For Wake County Health & Human Services (WCHHS), Administration & Operations

Wake County, North Carolina
Procurement Services
P.O. Box 550
Raleigh, North Carolina 27602

**Proposals are due April 19, 2022
before 2:00 pm local time.**

1 Introduction

1.1 Introduction

Wake County, North Carolina ("The County") is seeking proposals from qualified firms to provide over-the-phone, video, on site and in the field Interpretation services during normal business hours, after-hours, and weekends, and to provide written translation services, training services, and bilingual staff assessments during normal business hours. Services are to be delivered at multiple service locations and sites across Wake County departments and municipalities.

Interested vendors should be able to:

- Provide consecutive and/or simultaneous interpretation during customer interviews, medical visits, family visitations, community trainings, walk-in client visits, agency visits within a client's home, any other necessary locations and other related events via over-the-phone, in-person and/or video remote services.
- Discuss the availability and management of interpreter and/or translator continuing education, cultural competence training and/or code of ethics.
- Demonstrate continuous effort to improve and meet our county's operational needs, minimize customer wait time, streamline work processes, and work cooperatively and jointly to provide quality seamless service to internal and external customers.
- Outline a definitive plan for delivering high quality and efficient services in a cost competitive manner.
- Provide a detailed description of quality control procedures/systems for interpretation and written translation service delivery.
- Discuss the availability and capacity of innovative technology solutions, service access systems and/or portals to track service utilization.

Proposals may include some, or all, of the following service components:

1. Spanish; Over-the-phone, On Demand Interpretation
2. Other Non-English Languages; Over-the-phone, On Demand Interpretation
3. Spanish; On-Site, Face-to-Face Interpretation
4. Other Non-English Languages; On-Site, Face-to-Face Interpretation
5. American Sign Language (ASL); On-Site, Face-to-Face Interpretation
6. Video Remote Interpretation for ASL, Spanish & Other Non-English Languages
7. Remote & On-Site Simultaneous Interpretation
8. Written Translation of Documents
9. Bilingual Employee Language Assessments
10. Interpretation & LEP Training Services

Independent ASL interpreting contractors must possess and maintain a valid NC Interpreter/Transliterater License. Both independent and agency ASL interpretation contractors are expected to follow and uphold the [Registry of Interpreters for the Deaf, Incorporated "Code of Professional Conduct"](#).

1.2 General Bid Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

- 1.2.1 Proposals will be received by Wake County Government at the time and place noted in Section 2 of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.
- 1.2.2 The contract(s) will begin on July 1, 2022. The County intends to award a one-year contract with the option to renew, upon satisfactory performance, for two (2) additional one-year contracts.
- 1.2.3 All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination.

1.3 Proposal Requirements

In order to be considered, proposal submissions must include and address each of the following requirements:

- a. Description of employee background checks: verification of education, language proficiency, skills, credentials and licensure.
- b. Fee Schedules should break down fees by business hours (8 a.m. to 5 p.m.), after hours, weekends, emergencies and holidays.
- c. On-site interpretation should specify minimum appointment time with the price being **inclusive** of any mileage within Wake County.
- d. Over-the-phone Interpretation should be priced per minute and include a list of available languages.
- e. Video Remote interpretation fees should include per minute cost, languages available, and any applicable device fees/licenses.

- f. Written translation may be priced per page or per word and by document type. Any minimum due should be stated.
- g. A listing (with pricing) of available Bilingual Employee Language Assessments for general (non-medical/clinical) county employees and licensed medical providers.
- h. One completed Attachment A and a separate Fee Schedule must be attached for each indicated service (Numbers 1-10 in Section 1.1 above).
- i. Number of staff and shortest possible response times (i.e., within 30 minutes, 1 hour, etc. for certain languages) available to interpret or translate the following local refugee community languages/dialects: Jarai, Karen, Hmong, Dari and Pashto; and list any special conditions.
- j. State expected wait time, capacity and any service guarantees.
- k. Description of cancellation policy including minimum notice required.
- l. Process for handling late arrivals and “no-shows”, including fee, if applicable (for on-site appointments).
- m. Provide details regarding the process for scheduling services and any electronic service coordination and/or scheduling portal options.
- n. Description of billing practices to ensure clearly identified individual program, service billing and provide invoice examples.

- 1.3.1 This process is designed to meet the County’s interpreting service needs with as few vendors as possible to ensure an adequate level of service.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACT, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

Proposal Contact:
 Melissa England
 Wake County Procurement Services
Email: Melissa.england@wakegov.com
 919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their Proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers may submit an email response to the following email address Bids@wakegov.com and enter RFP #22-041 in the subject line. By virtue of submitting an electronic response, you agree to the following:

- Response to be submitted to: Bids@wakegov.com
- Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.
- All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal.
- Files submitted are to be directly related to the subject RFP. No promotional type of material will be considered.
- Vendors should submit their responses via email to the mailbox listed above.
- File size limits are limited, the default maximum size supported for the entire email would be 35MB.
- Any failure of a file to be received, for any reason, will be totally a vendor/submitter responsibility.

Mailing Address:

Attn: Melissa England
Wake County Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

The County must receive Proposals BEFORE **2:00 PM, April 19, 2022. Late Proposals will not be accepted.** The time of receipt shall be determined by the time in the email message or the clock in suite 2900 for hard copy bids. The County will not be held responsible for the failure of any file to be received prior to the stated Proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Failure to respond to all questions and follow the instructions may result in immediate elimination from further consideration.

2.3 Evaluation of Proposals

A review panel will screen all qualified proposals and may schedule follow-up interviews or request additional information for the most competitive proposals. Proposals will be evaluated against the criteria listed in Section 1.3 Proposal Requirements. These criteria are not intended to represent an order of preference.

Deadline for Questions: 5:00 p.m., April 1, 2022

Questions about this RFP should be submitted to Melissa England, Melissa.england@wakegov.com , by 5:00 p.m., April 1, 2022

Responses to questions will be posted at <http://www.wakegov.com/businesses/rfp/> by **April 8, 2022**

Proposal Deadline: 2:00 p.m., Tuesday, April 19, 2022

2.4 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer.

2.5 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must request in writing, within seven days of receipt of proposal, an interpretation from proposal contact listed herein.

Any clarifications requiring addenda to the RFP will be available by April 8, 2022. Responses will be posted on the Wake County Website at www.wakegov.com

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after April 8, 2022.

2.6 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.7 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and

data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.8 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the rendered services pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Contractor must submit an original dated itemized invoice of services rendered (Photographs or facsimiles of invoices will not be accepted). Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider's signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of

North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non- owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

If Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all the requirements of this section.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. If a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal. Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.13 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State

3.14 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

3.15 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

3.16 New Services

From time to time during the period of work outlined in the RFP and afterward, the County

may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the “New Services”), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in this contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract.

3.17 Client References

The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a representative client list and indicate the number of persons employed by each. Also provide at least three clients (current or past within the last 24 months) who we may contact. References should be clients similar in size and with scope of services similar to those being requested by the County. Please give their company name and address and the name and telephone number of the contact person. The references provided should represent clients of the firm location that would staff the County’s engagement. The County reserves the right to ask for additional references.

	Current Reference #1	Current Reference #2	Current Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Address			
Your Team Member Contact			
Effective Date			

ATTACHMENT A – COVER SHEET

Name of Organization:	
Organization Tax Identification:	
Name and Title of Proposal Contact:	
Mailing Address:	
Phone Number:	
Email Address:	
Name and Title of Person Authorized to sign Contract:	
Mailing Address:	
Phone Number:	
Email Address:	

Please check all boxes for which you are submitting a proposal:

1. Spanish; Over-the-phone, On Demand Interpretation
2. Other Non-English Languages; Over-the-phone, On Demand Interpretation
3. Spanish; On-Site, Face-to-Face Interpretation
4. Other Non-English Languages; On-Site, Face-to-Face Interpretation
5. American Sign Language (ASL); On-Site, Face-to-Face Interpretation
6. Video Remote Interpretation for ASL, Spanish & Other Non-English Languages
7. Remote & On-Site Simultaneous Interpretation
8. Written Translation of Documents
9. Bilingual Employee Language Assessments
10. Interpretation & LEP Training Services

By signing below, I acknowledge that all information included in the attached Services Proposal Package is accurate and that all appropriate forms, attachments, and documents have been provided as requested.

Chief Executive Officer

Date