



Durham Children's Initiative Translation & Interpretation Services

REQUEST FOR PROPOSALS

Durham Children's Initiative is requesting proposals for the provision of Interpretation and Translation services from English source language to target Spanish language for families in the DCI program. The proposal will include services for the calendar years 2022-2023.

Instructions and specifications may be obtained from the Durham Children's Initiative's website at www.dci-nc.org

The proposals shall be submitted to Josephe Featherstone, Vice President of Programs, Josephe.Featherstone@dci-nc.org and Erika Arnold, COO, Erika.Arnold@dci-nc.org. The proposal shall bear the notation or subject line: "Proposal for Translation & Interpretation Services".

Durham Children's Initiative reserves the right to reject, in whole, or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to Durham Children's Initiative. The contract shall be awarded in accordance with the terms and conditions outlined in the RFP. This solicitation may be cancelled if doing so is determined to be in the best interests of Durham Children's Initiative. Upon award of the contract, all submitted documents may become subject to open records.

Durham Children's Initiative
2101 Angier Ave. Suite 200
Durham, NC 27703
Josephe Featherstone, VP Programs
Erika Arnold, COO

**PRIMARY PROVIDER OF
INTERPRETATION AND TRANSLATION SERVICES
FOR DURHAM CHILDREN'S INITIATIVE
IN DURHAM COUNTY, DURHAM, NC**

OVERVIEW

Durham Children's Initiative is requesting proposals for the provision of Interpretation and Translation services from English source language to target Spanish language for families in the DCI program. The proposal will include services for the calendar year 2022-2023.

ISSUING AGENCY

Durham Children's Initiative is issuing this Request for Proposal (RFP) on behalf of Durham Children's Initiative. Durham Children's Initiative is the sole point of contact for this RFP. Sole contact persons for this proposal is Josephe Featherstone, Vice President of Programs and Erika Arnold.

INCURRING COSTS

Durham Children's Initiative is not liable for any costs incurred by any applicant in replying to this Request for Proposal.

APPLICANT RESPONSES TO THE RFP SPECIFICATIONS

Proposals submitted in reply to this RFP shall respond to the specifications stated herein. Failure to respond to the specifications may be a basis for a proposal being eliminated from consideration during the selection process. Durham Children's Initiative reserves the right to reject any or all proposals and any part of a given proposal.

PROPOSALS CONTENT/CONTRACTUAL OBLIGATION

All aspects of the proposal from a successful applicant will become a contractual obligation. Durham Children's Initiative reserves the right to negotiate the award amount and budget items with the selected applicant prior to entering into a contract. The contract may be modified only by written amendment duly executed by all parties. Justifiable modifications may be made in the course of the contract only through prior consultations with and written approval from Josephé Featherstone and Erika Arnold.

REPORT AND CORRESPONDENCE DISSEMINATION

Reports of both programmatic and fiscal activities will be required for the purpose of documenting the satisfactory meeting of program objectives. The contractor will be expected to participate in an ongoing evaluation of the services provided.

NON-DISCRIMINATION LANGUAGE

All reports and correspondence written under the auspices of the agreement shall not employ language which could be construed as discriminatory on the basis of age, race, color, creed, religion, handicap, sex, sexual preference, or national origin.

FUNDING FOR CALENDAR YEARS 2022-2023

Subject to Durham Children's Initiative's right to terminate this contract with or without cause, continuation of funding for this service for each subsequent calendar year through 2023 shall be based upon contractor's successful achievement of the program objectives and the availability of funding.

SUBMITTAL AND TIMELINE OF PROPOSALS

All Translation/ Interpreter Services proposals must be submitted via email to Josephé Featherstone, Joseph.Featherstone@dci-nc.org and Erika Arnold, Erika.Arnold@dci-nc.org no later than **Monday, March 28st 2022 by 5:00pm**

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

If any proposer has questions, they want answered prior to submitting a proposal, the deadline for submission is **Tuesday, March 22nd, 5:00pm**. All questions must be submitted in writing by email to Josephé Featherstone and Erika Arnold

PROGRAM SPECIFICATIONS AND DETAIL:

The selected vendor is required to provide:

1. **Quality:** Provide interpretations/translations which are accurate in content and appropriate in style while incorporating organizational terminology. Provide interpreters/translators who desire to help people and with complete fluency in both target and source language.
2. **Coverage and Timeliness:** Provide services, which may include weekends and holidays and can provide an interpreter on site within thirty (30) minutes of scheduled interpretation appointments. Additionally, failure to assist contractual agreement may result in Cancellation of contractual agreement.

Onsite services within 24/48 hours

On call or On demand services within 60-120 minutes

3. **Ethics:** Educate and enforce the appropriate code of ethics for interpreters/translators with great emphasis given to:

- Confidentiality and compliance with confidentiality standards
- Respect for all parties
- Professional boundaries
- Accuracy and completeness
- Cultural competence
- Arrive for interpreting drug and alcohol free

4. **Document translation:** Provide qualified translators and proofreaders to minimize errors in all translated documents. Culturally accommodating terminology, phrases, and/or idioms should not be utilized for the purpose of providing accurate translations. Translator will adopt company language for translation purposes despite the literal translation. Company terminology will be provided to vendor awarded the BID.

Vendor understands that under most circumstances, it is expected that the vendor can translate documents in 3-5 business days. However, during an emergency, which typically occurs 1 - 3 times per calendar year, vendor must have the capacity to translate documents in 24 hours

5. **Employee Health:** Ensure that interpreters that come onsite have completed all health screenings, including immunizations that are necessary to work in the health care field. And follow current polices set in place by DCI for visitors and contractors.

6. **Dress Code:** Establish and enforce a dress code for interpreters to ensure professional dress. Additionally, each interpreter shall display an identification nametag when performing services.

7. **Policy Development:** If need be, assist the program administrator in developing administrative policies which enhance the quality of interpretation/translation services and which clarify expectations among the parties, resulting in a solid working relationship.

These services will be provided for scheduled appointments, walk-in customers, or phone calls. Durham Children's Initiative will notify and coordinate the schedule for appointments that need interpretation services with the contractor, Durham Children's Initiative, and the customer.

For walk-in customers requesting services, we will contact the contractor for interpretation via phone to determine what immediate course of action needs to be taken, i.e., schedule a future appointment, interpret for representative, etc.

Interpretation/Translation services covered under this contract will occur frequently, but not limited to at the following locations:

- 2101 Angier Avenue, 2nd floor, Durham, NC 27703
- 1212 Spaulding St. Durham, NC 27707
- DPS/Charter Schools

The successful applicant will be required:

A. To hold all information confidential that is acquired in the course of providing services and release information only as authorized by Durham Children's Initiative.

B. Where at all possible, to have the same interpreter available for services to ongoing cases so as to avoid the need for the consumer to share his/her story to multiple interpreters and to provide for the efficient delivery of services.

C. To be open to the use of any appropriate technology that will provide for the more efficient use of the service provider's time.

D. Applicants shall be required to provide evidence of their employee's competence and applicable certifications in the provision of interpreter and translation services prior to the awarding of a contract and when new employees are brought into service.

E. Identify a point of contact to report and resolve service concerns.

RESPONDER REQUIREMENTS

Evaluators will determine the merits of one proposal over another based on the written information contained within the proposal.

A. Narrative

1. Qualifications: Describe your agency's qualifications as an applicant and establish the ability of your agency to carry out the proposed objectives.

2. Staffing: Describe your agency's staffing pattern. It is suggested that applicants provide an organization chart(s) that indicates positions proposed to implement this project and copies of position description. Include a functional description of the responsibilities of all relevant positions that are involved in this project. Describe the qualifications of all personnel who are to be assigned or are proposed for this project. Information about education, training, experience, and certifications should be included. The provider must agree to carefully select qualified interpreters and translators, including screening for minimum education and age requirements, aptitude testing, and performing background screens on all prospective interpreters and translators assigned to perform work for Durham Children's Initiative. Durham Children's Initiative will require a translation sample at time of submission of this RFP. The sample will reflect the work of selected vendor and their staff / subcontractors.

Describe your plan for staffing, i.e., do you have current staff that can/will handle the scope of work? Will staff need to be recruited? Etc. If staff are recruited, what is your projected timeline for hiring and training?

3. Staff Capability: Must give a concise narrative statement on similar or same services provided to other agencies, organizations, corporations, etc.

4. Describe the tasks, activities and procedures in a logical progression that will be used to establish the program in accordance with project objectives. The methods identified should include an explanation of the rationale underlying your choice of them. Explain how the activities will be carried out, where, and by whom. Methods should be consistent with objectives, staffing pattern and budget. Applications should not propose to do more than available resources will allow.

Describe in chronological sequence the project's tasks and timelines necessary for the accomplishments of objectives.

5. Describe your expertise and experience in providing interpretation and translation services.

6. Provide the names, addresses, and phone numbers of three references, which may include public employees, who are familiar with your work.

B. Billing

Durham Children's Initiative may consider contracting for services with a flat monthly fee that would cover the cost of all services. This would essentially eliminate billing hourly rates based on usage. The monthly fee will be structured as a retainer, at which the vendor will meet all the translation needs. If this type of fee structure is something your firm will consider, please add the monthly rate plus the cost for any additional fees to charge for translation services if Durham Children's Initiative exceeds the estimated retained amount of work. **The cost of video conferencing should be including in the delivery of services.

This bill must indicate the following:

For Interpretation:

- Date Interpretation was requested
- Date interpretation provided
- Indicate if face to face or phone contact
- Location where interpretation was provided
- The name of the employee requesting the interpretation services
- The department interpreted for
- Amount of time spent interpreting (in 15-minute increments)

Point of Reference:

- Average number of in-person interpreter sessions is estimated annually at 25-30.
- Average number of virtual interpreter sessions is estimated annually at 50-75.

For Translation Services:

- Date translation was requested
- The name of the employee requesting the translation services
- The department interpreted for
- Cost of document translation
- Total cost for translation per project
- Any additional charges (if applicable)
- Turn-around time

Point of Reference:

Average length (number of words) of documents that require translation range:

- Up to 1000 words: 1-2 days
- 1000 – 3000 words: 2-3 days
- 3000 – 5000 words: 3-4 days
- 5000 – 10000 words: 4-6 days
- 10,000-15000 words: 6-9 days

Emergency (30-minute notice) very limited, estimated at less than 5 times per year.

AWARD OF THE CONTRACT

Factors considered by the evaluation committee will be:

- Overall cost: 30 percent
- Contractor's ability to meet all the needs indicated in the RFP: 15 percent
- Contractor's past experience performing interpreter/translation services: 20 percent
- Examples of work for translation services 25 percent
- Quality and content of proposal 10 percent

DURHAM CHILDREN'S INITIATIVE PROCUREMENT POLICY

All aspects of this Request for Proposals will be in accordance with the requirements and considerations set forth by the Durham Children's Initiative.

PUBLIC ANNOUNCEMENT AND SELECTION PROCESS

It is the policy of Durham Children's Initiative to publicly announce all requirements for interpretation and translation services and to negotiate such contracts based on demonstrated competence and qualifications and past performance with existing contracts as determined in prequalifying procedures. In the procurement of interpretation and translation services, Durham Children's Initiative shall request firms to submit a statement of qualifications and references. All information submitted in response to the Request for Proposals shall remain property of Durham Children's Initiative and shall not be shared or open to the public.

TERMINATION OF CONTRACT

The Durham Children's Initiative may, for its convenience, terminate this contract at any time by a notice in writing from the Durham Children's Initiative to the selected vendor by certified mail. If the Contract is terminated by Durham Children's Initiative as provided herein, the selected vendor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed and not bear to the total services covered by the contractual scope of work, unless payments of compensation have previously been made.

CHANGE ORDERS

The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent Durham Children's Initiative from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed, nor to cancel any of the services not performed at the time notice is given to of the cancellation of such services or portion of the work to be performed.

GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

NON-APPROPRIATION OF FUNDS

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract to enable Durham Children's Initiative to meet its obligations, and at least thirty (30) days written notice of the non-appropriation is given to the selected vendor.

HOLD HARMLESS

The selected vendor hereby agrees to release, indemnify, defend, and hold harmless Durham Children's Initiative, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Durham Children's Initiative does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this contract, the selected vendor agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The selected vendor is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Durham Children's Initiative, a public entity. The selected vendor is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Durham Children's Initiative, a non-profit in the state of NC. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The selected vendor shall provide a similar notice to all its subcontractors.

INSURANCE REQUIREMENTS

The selected vendor shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by Durham Children's Initiative, nor shall allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

(a) **Worker's Compensation Insurance.** Shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on projects. In case any work is sublet, the selected vendor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the selected vendor.

(b) General Liability, Professional Liability and Property Damage

Insurance. The selected vendor shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by , or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
- Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

PROOF OF INSURANCE

The selected vendor shall furnish The Durham Children's Initiative with a Certificate of Insurance countersigned by a North Carolina Resident Agent or Authorized Representative of the insurer indicating that meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered.

The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. **Upon renewal of the required insurance and annually thereafter, The Durham Children's Initiative shall receive a new Certificate of Insurance.** The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of the North Carolina Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to North Carolina Statutes or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in North Carolina Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

NON-DEBARMENT CLAUSE

The selected vendor hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any city, state or governmental entity. Further agrees and certifies that this clause shall be included in any subcontract of this contract.

STATEMENT OF COMPLIANCE

Vendor has carefully reviewed Durham Children's Initiative required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with Durham Children's Initiative contract language are superseded by Durham Children's Initiative required contract language.