

REQUEST FOR PROPOSALS

Item Description: Translation/Interpretation Services - One-Year Contract with Three One-Year Options

Procurement/MinuteTraq #: 42312

Date to be opened: 10/10/2023

Issuing Department: Public Property

QUESTIONS

• Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.

o Email: purchasing@providenceri.gov

- Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Name: Alejandro Tirado
 - o Title: Director of Purchasing
 - o Email Address: atirado@providenceri.gov

Pre-bid Conference

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions: September 29, 2023 by 2:00 PM (EST).



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 10/10/2023

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

**<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is <u>NOT</u> requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-15) or on:
 https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/

*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, if requested (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder(s).
- 2. In determining the lowest responsible bidder(s), cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID TERMS

1.	and Service contracts. If either of the must accompany a bid, or the bid was	ed in order to be a successful bidder for Commodity or Construction e first two checkboxes below is checked, the specified assurance will not be considered by the Board of Contract and Supply. The responsible bidder will be contacted and required to post a bond to
	a) A certified check for \$ Contract will be signed and deli	must be deposited with the City Clerk as a guarantee that the vered by the bidder.
	with the City Clerk as a guarant the amount of such bid bond sha default. Any person signing a bi	per centum (%) of the proposed total price, must be deposited be that the contract will be signed and delivered by the bidder; and all be retained for the use of the City as liquidated damages in case of d bond as an attorney-in-fact shall include with the bid bond an mile of an original, power of attorney.
	· — · · · · · · · · · · · · · · · · · ·	bond with a satisfactory surety company will be posted by the adred per centum (100%) of the awarded contract.
	d) No financial assurance is nec	essary for this item.
2.	•	60) days of bid opening. All bid prices will be considered firm,

- unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

- 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
- 4. Bids SHOULD BE TOTALED so that the final cost is clearly stated (unless submitting a unit price bid), however each item should be priced individually. Do not group items. Awards may be made on the basis of total bid or by individual items.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or	
Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state <u>other than Rhode</u> <u>Island</u> , list name and contact information for a local agent for service of process that is located <u>within</u> Rhode Island	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
*If you are submitting a unit price bid, please insert "Unit Price Bid"	
Use additional pages if necessary for additional bidding details.	
	Signature of Representation



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND



BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	ng its	(Title or "Self"), hereby certify that:
1. 2.	orientation and/or religion in its busines	on the basis of race, color, national origin, gender, sexual and hiring practices. Ed in compliance with all applicable federal, state and local
I af	firm by signing below that I am duly auth	rized on behalf of Bidder, on
this	day of	20
		Signature of Representation
		Printed Name

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon	n behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
being	g its	(Title or "Self"), hereby certify an
unders	erstanding that:	
1.	. All bids submitted in response to Requests for Propos (RFQ's), documents contained within, and the details record upon receipt by the City Clerk's office and ope and Supply (BOCS) meeting.	outlined on those documents become public
2.		e submitted directly to the issuing
3.	3. The requested supplemental information may be cruc such details may result in disqualification, or an inabi	
4.	· · · · · · · · · · · · · · · · · · ·	enclosed or if a bidder opts to enclose the department's request in the bidding packet as no obligation to redact those details and
5.	· · · · · · · · · · · · · · · · · · ·	rent bidding process. Information required in ne issuing department at the discretion of the
I affir	irm by signing below that I am duly authorized on behalf	of Bidder, on
this	day of20	<u>_</u> .
		Signature of Representation



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L.</u> § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Nan	ne of the person making this affidavit:		
Posi	ition in the "Business"		
Nan	ne of Entity		
Add	dress:		
Pho	ne number:		
The	number of persons or entities in your entity that are	required to report under Sec. 2128.1 (e):	
Rea	nd the following paragraph and answer one of the	e options:	
are i	not in writing within the 12 month period preceding	id submission with the City of Providence, or with respect to the contract the date of notification that the contract has reached the \$100,000 threster year to (please list all persons or entities required under Sec. 2128.1	hold,
a.	 Members of the Providence City Council? ☐ Yes If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s): 	□ No Contribution Amount(s):	
b.	 Candidates for election or reelection to the Provider If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s): 	nce City Council? □ Yes □ No Contribution Amount(s):	
	Contribution Date(s):	Controution Amount(s):	



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

c.	 The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: 		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the office of If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Mayor of Providence? ☐ Yes Contribution Amount(s):	□ No
	Signed under the pains and penalties of perjury Position		



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 37-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value. The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value. The goal for combined MBE/WBE participation is 20% of the total bid value.

<u>Only businesses certified with the State of Rhode Island</u> as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

- 1. All Bidders: All bidders must complete and submit the MBE/WBE Participation Affidavit (page 13) indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is required with every bid. Your bid will not be accepted without an affidavit.
- 2. Bidders who will be subcontracting: In addition to the MBE/WBE Participation Affidavit, Bidders who will be subcontracting must submit the Subcontractor Disclosure Form as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at https://www.naics.com/search/. Awarded bidders are required to submit Subcontractor Utilization and Payment Reports with each invoice.

3. Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the MBE/WBE Waiver Request Form (page 14) and obtain approvals prior to bid submission.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the MBE/WBE Waiver Request Form (page 14) and obtain approvals prior to bid submission.
- c) If the contractor is a nonprofit organization, they are not required to complete the *MBE/WBE Waiver Request Form*. However, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (https://dedi.ri.gov/divisions-units/minority-business-enterprise-mbe) and the state does not have any companies in the desired trade, the contractor must complete the MBE/WBE Waiver Request Form (page 14) and obtain approvals prior to bid submission.
- e) Waivers will be considered for approval on a case-by-case basis.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at http://odeo.ri.gov/offices/mbeco/mbe-wbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved property. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RF):
	Contact Email and Phone
Company Name, Address and Trade:	
Which one of the following describes yo certification with the State of Rhode Isla	business' status in terms of Minority and/or Woman-Owned Business Enterprise 1? □MBE □WBE □Neither MBE nor WBE
representative of contractor, I make to It is the policy of the City of Providence have the maximum opportunity to partic	signing the bottom of this document in my capacity as the contractor or an authorized s Affidavit: at minority business enterprises (MBEs) and women business enterprises (WBEs) should ate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 Chapter 37-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE
The goal for Wome	Business Enterprise (MBE) participation is 10% of the total bid value. s Business Enterprise (WBE) participation is 10% of the total bid value. combined MBE/WBE participation is 20% of the total bid value.
If awarded the contract, I understand that Providence (MBE/WBE Office), copies	goals of supporting MBE/WBE certified businesses. Initial
	act, my firm must submit to the MBE/WBE Office canceled checks and reports quarterly basis verifying payments to the subcontractors(s) utilized on the
that I must substitute another certified M	I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand E and WBE firm(s) to meet the participation goals. <u>I understand that I may not make a citten approval of the MBE/WBE Office.</u>
If awarded this contract, I understand	hat authorized representatives of the City of Providence may examine the books, o time, to the extent that such material is relevant to a determination of whether my
firm is complying with the City's MB	
	the penalty of perjury that the contents of the foregoing Affidavit are true and correct n, and belief.
Signature of Bidder	Printed Name
Company Name	 Date



BOARD OF CONTRACT AND SUPPLY

CITY OF PROVIDENCE, RHODE ISLAND

SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL	SUBCONTRA		other parties.	If you will not subco	ntract any portion of the
proposed bid, do not fill out this for Prime Bidder:			Drimory NAI	CS	
Code:			_ Filliary NAI	C5	
Item Description (as seen on RFP):					
Please list all Subcontractors below. the dollar amount to be subcontracted certified MBE/WBE firms is located a https://www.naics.com/search/	. Please check	off MBE a	and WBE wher	e applicable. The dire	
Proposed Subcontractor	МВЕ	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AN	MOUNT:				\$
B. WBE SUBCONTRACTED AN	MOUNT:				\$
C. NON-MBE WBE SUBCONTR	RACTED AM	OUNT:			\$
D. DOLLAR AMOUNT OF WO	RK DONE BY	THE PR	IME CONTR	ACTOR:	\$
E. TOTAL AMOUNT OF BID (S	SUM OF A, B,	C, & D):			\$
F. PERCENTAGE OF BID SUBO (Divide the sum of A and B by E				Es.	
Please read and initial the following st awarded to MBE or WBE vendors is low WBE, you must fill out the MBE/WI Outreach Director. Initial	ess than 20% (Box (F) an	d the prime co	ontractor is NOT a Rh	ode Island State-certified MBE or
Signature of Bidder			Printed Name		



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

or Duly Authorized Representative

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review prior to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply

to other bids your company may s recommend a bidder for an award			tment Directors should not y of Providence MBE/WBE director.
Prime Bidder:		Contact Email and Phone	
Company Name, Address:		Trade	
Project /Item Description (as seen	on RFP):		
			e name of the primary individual wit
whom you interacted, and the rease MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
acknowledge the City of Provide	mee's goal of a combined N	IDE/WDE participation is 20% of	f the total bid value. I am requesting
waiver of % MBE/WBE	(20% minus the value of B	ox F on the Subcontractor Disclo	
Signature of Prime Contractor /	 Printed	Nama	- Data Signed
or Duly Authorized Representativ		ivanie	Date Signed
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence	Date Signed



BID PACKAGE SPECIFICATIONS

1. Introduction

The City of Providence, RI is seeking responses from qualified and/or certified interpreter and translator agencies or individuals, to provide interpreting and/or translation services for various spoken foreign languages. The Suppliers will provide a full range of interpretation and translation services to City departments under one or more line item numbers of this solicitation. This solicitation describes the service to be provided during meetings, job interviews, document translation/interpretation, and other situations as requested by the City of Providence, RI. These services must be available from office and non-office remote locations to include some at client addresses, in multiple locations as requested by the City of Providence.

The City intends to establish one or more contracts to satisfy the requirements listed in this solicitation. The City may opt to award any type of translation/interpretation service to one or more Suppliers. In the best interest of the City, the City reserves the right to add additional Suppliers at any time to ensure complete coverage to Authorized Users.

The contracts will provide a streamlined acquisition approach for City departments to obtain the services of qualified/certified and experienced language professionals. Departments will issue Purchase Orders to schedule the Supplier in accordance with the Ordering procedures contained in this solicitation. A Purchase Order may contain any service described herein and will outline department specific requirements in accordance with this contract and the department's needs.

2. Special Provisions

Special Provisions set forth in this section apply with the same force and effect as other provision in this solicitation. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

2.1 <u>Definitions – For purposes of this SOLICITATION, the following abbreviations and terms have the meanings indicated below:</u>

- 2.1.1 Authorized Entity Unless otherwise restricted by the contract, includes the City of Providence Boards, Commissions, Courts, Departments, Divisions, Offices, the Providence Public School District, etc.
- 2.1.2 Base of Operations Location from which a translator or interpreter will be traveling to reach the destination required for the provision of services.
- 2.1.3 Comparable Level of Proficiency A comparable level of proficiency on any other nationalor state-recognized translation or interpretation assessment as determined and recognized by the State of Rhode Island.



- 2.1.4 Consecutive Translation A form of translation in which the speakers and the translator alternate speaking (the speaker speaks, pauses while the translator translates, and then speaks again).
- 2.1.5 Critical On-Site Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Supplier with less than six (6) hours' notice.
- 2.1.6 Expedited On-site Requests for on-site interpretation that are sent by the requesting entity to the Supplier with less than forty-eight (48) hours but greater than twenty-four (24) hours' notice.
- 2.1.7 Expedited Written Requests for up to 2,000 words of Target Language translation that shall be completed within one (1) day from the day the requesting entity sends the Source Language to the Supplier. One additional day shall be permitted for each additional 2,000 words of Target Language translation.
- 2.1.8 Holidays Holidays observed by the City of Providence, RI. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day.
- 2.1.9 Interpretation The intellectual activity of facilitating oral and sign-language communication, either simultaneously or consecutively, between two, or among three or more, speakers who neither speak nor sign the same source language. Functionally, interpreting and interpretation are the descriptive words for the activity; in professional practice interpreting denotes spoken language, while interpretation denotes translation studies work. This important distinction is observed to avoid confusion between the interpreter and the client.
- 2.1.10 Interpreter Orally converts a source language to a target language. The interpreter's function is conveying every semantic element (tone and register) and every intention and feeling of the message that the source-language speaker is directing to the target-language listeners.
- 2.1.11 Off-Peak 5:00 p.m. through 8:00 a.m. Monday through Friday, Holidays, and Weekends.
- 2.1.12 Peak 8:00 a.m. through 5:00 p.m. Monday through Friday.
- 2.1.13 Qualified Interpreter A person who has passed a qualification/screening test offered through interpreter testing programs.
- 2.1.14 Qualified Translator A person who has passed a qualification/screening test offered through translator testing programs.



- 2.1.15 Qualified Legal Interpreter An individual certified by the State of Rhode Island or an individual who possesses the knowledge and skills necessary to interpret spoken English accurately and impartially into the equivalent visual languages and currently certified by the National Registry of Interpreters for the Deaf.
- 2.1.16 Requesting Entity The specific City entity that requests the Suppliers to provide any services described in this contract. It is used interchangeably with "using Department".
- 2.1.17 Simultaneous Interpretation a form of interpretation in which the interpreter relays information while the speaker speaks without interruptions. Used for messages which need to be transmitted while individuals are speaking (at the same time and same rate of speech as the speaker).
- 2.1.18 Source Language For written translation services, the language in which existing documents are written.
- 2.1.19 Standard On-site On-site interpretation requests that are sent by the requesting entity to the Supplier with a minimum of forty-eight (48) hours' notice.
- 2.1.20 Standard Hours Standard Work Hours are weekdays (Monday through Friday) from 8:00 a.m. to 5:00 p.m. Local Time, excluding Holidays.
- 2.1.21 Standard Written Requests for up to 2,000 words of written document translation that shall be completed within one (1) week from the day the requesting entity sends the Supplier the Source Language. One additional day permitted for each additional 2,000 words of Target Language translation, or portion thereof, beyond the first 2,000 words.
- 2.1.22 Target Language For written translation services, the language into which existing documents are to be translated.
- 2.1.23 Translator Procedure Manual Written summary provided by the Supplier describing in overall detail all procedural steps required to be followed by translators providing telephone, on-site, and/or written document translation.
- 2.1.24 Telephonic Translation Over the telephone foreign language interpretation/translation.
- 2.1.25 Translator Training Program (TTP) A training program in an accredited college or university for preparing a person to translate from one language to another language.
- 2.1.26 Translation The act of changing a Source spoken language into a Target spoken language (i.e. English to Spanish or French to English). This may be accomplished on-site, over the phone or in a written format. Also is the transference of meaning from text to text (written,



recorded, sign) with the translator having time and access to resources (dictionaries, glossaries, etc) to provide a faithful, true and accurate document or verbal artifact.

2.1.27 Video Remote Interpreting (VRI) – A video telecommunication service that uses devices such as web cameras or videophones to provide spoken language interpreting or translation services.

2.2 Contract Period

The Contract Period is the Date of Award through one year with the option to renew for up to three (3) additional one-year periods.

2.3 Agreement Period

The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the City of Providence, RI.

2.4 Extension of Contract.

The City may extend the term of this contract for up to 180-day intervals if mutually agreed upon by both parties in writing.

2.5 Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

2.6 Contract Preference.

This contract is mandatory for the City of Providence.

2.7 Authorized Users.

This Contract shall be made available to all City Departments, Boards, Commissions, Offices, Divisions, and the Providence Public School Districts.

Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

2.8 Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by city authorized entities. There is no limit on the number that may be



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issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

2.9 <u>Authorized User Ordering Information.</u>

The Department of Purchasing shall have no liability and makes no representation that products or services offered by the Supplier(s) will meet the needs of the Authorized Users. Authorized Users should review the Contract terms and independently assess the extent to which such products or services are suitable.

2.10 Gratuities.

The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Purchasing.

2.11 Proposal Conformity.

By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

2.12 Contract Usage Reporting Requirements

Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to City authorized entities.

Usage Reports shall be delivered to Department of Purchasing within 45 calendar days upon completion of performance quarter period cited below in this contract provision. Usage Reports may be delivered to the Department of Purchasing via the following addresses:

Email – purchasing@providenceri.gov

Physical Address:

Department of Purchasing Providence City Hall, Room 408 25 Dorrance Street Providence, RI 02903

Failure to provide usage reports shall result in cancellation or suspension of contract.



Usage Reports shall be submitted in MS Excel format or PDF.

2.13 Supplier Invoices

The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

Invoicing shall be made in accordance with the instructions of the department issuing the purchase order.

In cases of partial delivery the department/entity may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

2.14 Price Adjustments

Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry- wide price increase, Suppliers may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the Purchasing Department. Documentation for the requested price increase and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the City of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

2.15 State and Federal Taxes

Purchases by the City of Providence are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

2.16 Confidentiality

In the event the successful Supplier or its employees shall obtain access to any confidential information, records or files of the requesting entity in connection with the performance of its obligations under this Agreement or any order placed pursuant to this agreement, the successful Supplier shall keep such records, files, and information confidential. "Confidential information, records or files" shall not mean information which the requesting entity has denominated in writing as not confidential or information which at the time of disclosure is in the public domain by having been



printed and published and widely available to the public. e.g. information in public libraries or repositories. The successful Supplier shall notify its employees in writing that they are subject to the confidentiality requirements set forth above prior to the start of this contract. The successful Supplier will notify the City in writing when this requirement has been met.

3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- 3.1 The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - 3.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - 3.1.2 Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.2 of this certification; and
 - 3.1.4 Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- 3.2 Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

4. Late Bids

Bids received by the City Clerk's Office after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

5. Legal Contract

- 1. Submitted bids are rendered as a legal offer and any bid, when accepted by the City Clerk's Office, shall constitute a contract.
- 2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:



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- 2.1 Any Addendum to the Contract;
- 2.2 Purchase order, as amended by Change Order (if applicable);
- 2.3 Solicitation, as amended (if applicable); and
- 2.4 Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- 3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

6. Scope of Work

6.1 Minimum Vendor Qualifications

The Supplier shall provide certified/qualified and experienced language professionals with relevant knowledge the required field of expertise for performance of the services requested.

All personnel providing services on this contract shall have been providing foreign language services for a minimum of three years to customers. This includes on-site, telephonic, VRI, and/or written translation services. See definitions – qualified translator.

6.2 General Requirements for Translation/Interpretation Services

Provide confirmation that a translator or interpreter has been assigned to the user department after receipt of written request within two working days of the original request. This confirmation must be sent to the appropriate user department via fax or email.

If requested by the using department, a translator or interpreter that provides a service to department must provide a copy of certification or transcript verifying graduation. In addition, the Department of Purchasing reserves the right to request such proof from the Supplier at any time during contract periods.

Timelines for translation services will begin on the day the request is "received" by the Supplier and end on the day Supplier's response is submitted. Mailing time to and from the requesting entity (if electronic method is not used) is not included.

If services are provided during both peak and off-peak hours, payment will be made for the actual time worked in each time period at the appropriate standard peak or off-peak increment.

Timeframes can be either calendar or business day or week depending upon the requesting department's need. This shall be identified when submitting the request to the Supplier.

The Supplier must have a quality assurance plan to assure the quality of services provided under this contract. The plan must include information regarding monitoring of all services provided.



6.3 Witten Document Translation Services

The Supplier shall provide written translation of source texts in one language into target texts written in another language, with the meaning and intent of the original source texts.

Services shall include translation of documentation, proofing, editing, client consultations for product assessment, glossary development, and final production layout and output in the required media format (i.e. or electronic) by qualified and experience native speaking language translators.

Required field of expertise include, but are not limited to, the translation of business, legal, medical and technical documents, manuals, websites, brochures, multimedia, intranet, video, audio and software localization.

The Supplier shall provide foreign language translation that are accurate, culturally and politically sensitive to the social environment of the target reader/audience.

When translating written text from a source to a target language, the final translation of the target language shall be typed on a specific paper size, font size, front type, margin, and line spacing as instructed by the requesting department.

The Supplier shall provide all foreign language translations services at a per hour rate for desktop publishing, graphic and spoken language translation services and a per word rate for all other types of translation as provided within Addendum 1. Word counts are based on the source language for "out of English" work, and on the target language for "into English". If electronic source files are not available from the requesting department, word counts may be approximated.

Depending on the type and/or complexity of project, the setup fee and/or project management fee may apply.

6.4 Expedited Written Document Translation Turnaround Timeframes

Expedited written translation requirements shall be completed within one standard hour day from the day the requesting department send the source language to the Supplier for up to 2,000 words of target language translation. One additional day shall be permitted for each additional 2,000 words, or portion thereof, of target language translation. See definition of standard hours.

6.5 Standard Written Document Translation Turnaround Timeframes

For source documents which would require 2,000 or less words of Target Language translation, standard written document translation shall be completed within one (1) week from the day the requesting department sends the source language to the Supplier. The timeframe for completion of written translations requiring more than 2,000 words of Target Language translation shall be 1 week, plus 1 additional day for each additional 2,000 words, or portion thereof, of Target Language translation.



6.6 Telephonic Interpretation Services

The Supplier shall provide a toll-free telephone number which is staffed 24 hours a day, seven days a week, and 365 per year.

Supplier must provide conference calling system/services that accommodate a minimum of 5 parties in a conference.

If the requesting department requests specific foreign language interpretation/translation that will require more than 45 minutes of the interpreter/translator's time, the requesting department shall submit the request for an interpreter at a minimum 6 hours in advance of the actual time it is needed.

The Supplier shall not require the requesting department to purchase or obtain a specific type of equipment to access telephonic interpreter services.

The City of Providence reserves the right to initiate and monitor a sample of interpreted calls and/or to tape and/or to test a sample of interpreters during the contract periods.

6.7 <u>Video Remote Interpreting (VRI) Services</u>

This is done through a remote or offsite interpreter or translator to communicate with persons with whom there is communication barrier.

Party(s) needing the service will be in one location and the interpreter/translator will be in another location.

If the requesting department requests specific foreign language interpretation/translation that will require more than 45 minutes of the interpreter/translator's time, the requesting department shall submit the request for an interpreter at a minimum 6 hours in advance of the actual time it is needed.

It is necessary for all parties to have the necessary equipment for this service. Examples of the necessary equipment is a videophone or web camera and a television or computer screen.

The City of Providence reserves the right to initiate and monitor a sample of the VRI services and/or to tape and/or to test a sample of interpreters/translators during the contract periods.

6.8 On-Site Foreign Language Translation/Interpretation

The Supplier shall provide services to the requesting entity by providing oral foreign language translation/interpretation either simultaneously or consecutively for meetings, conferences, seminar, litigation proceedings, briefings, training, escort, and other forms of voice communication requirements from a source language in the target language. Services shall be performed by professional and



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experienced translators/interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social, and professional topics at a minimum. The maximum proficiency level will demonstrate that of a highly articulate well educated native speaker which reflects the cultural standards of the country where the language is natively spoken.

The requesting department will specify in the Task Order the foreign language requested by the client, the location, dates and times and any required certification or accreditation verification necessary.

An interpreter shall physically be present at the location specified by the requesting department, including locations with security or other special requirements, and to abide by all such security or special requirements.

Ensure that the interpreter arrives a minimum of 15 minutes prior to the beginning of the event.

When more than one interpreter is available for assignment, the Supplier shall assign the interpreter closest to the site where the services are needed, unless a specific interpreter is requested by the requesting dep.

Interpreters shall be provided based on the following:

- 6.8.1 Client preference,
- 6.8.2 Subject matter, and
- 6.8.3 Length of the event and the type of interpreting required.

Standard On-site translation/interpretation services shall be provided by the Supplier for requests received with a minimum of forty-eight (48) hours' notice.

Expedited On-site translation/interpretation services shall be provided by the Supplier for requests received with less than forty-eight (48) hours; but at least twenty-four (24) hours' notice.

Critical On-site translation/interpretation services shall be provided by the Supplier for requests received with less than twenty-four (24) hours' notice.

If a request for on-site translation/interpretation is cancelled with less than twenty-four (24) hours' notice, the requesting department shall be required to pay the Supplier the one and a half (1.5) hour minimum billable time.

If the assignment is cancelled upon translator/interpreter arrival to the scheduled assignment, the interpreter will be compensated for the full scheduled length of the assignment.



6.9 Reporting Requirements for Foreign Language Translation/Interpretation Services

When requested by the requesting department, the Supplier shall provide monthly report of usage listing by client ID, call originator, department of origination, and the department contact person. Reports shall be submitted with invoices.

The Supplier shall provide usage reports requested by the requesting department electronically in MS Excell (or other acceptable electronic software such as Access,, MS Word, ASCII) or a hard copy or fax.

The Supplier shall submit usage reports on a quarterly basis (Jan – Mar, Apr – Jun, Jul – Sep, and Oct – Dec) to the Department of Purchasing, within 15 days of the last day of the month being reported (See B. 13). The usage reports can be submitted via email on the provided usage report (Attachment A – Usage Report). Usage reports should specify the following information:

- a) Period,
- b) Type of services (i.e. Telephonic, VRI, On-site, or Written Text),
- c) Requesting department name,
- d) Source Language,
- e) Target Language,
- f) Number of hours or words or minutes spent, and
- g) Total charge

6.10 Requesting Department Instructions for Translation/Interpretation Services

Departments will use purchase orders under this contract.

When it is determined that your department needs an outside source to provide translation or interpretation services; follow these simple steps:

- 1. Develop a Statement of Work (SOW) including the following information:
 - 1.1 The service required; the SOW must also include the Source and Target languages along with the type of translation required (i.e. telephonic, on-site, VRI, or written text). If the SOW is not developed, information required in this section must be included in the requisition.
 - 1.2 Location of the event.
 - 1.3 The date of the event.
 - 1.4 The length of the event.
 - 1.5 Any special standards or requirements, where applicable.
- Submit SOW to Suppliers for quotations. The request submitted by the requesting department can be via telephone, facsimile, or email to the Suppliers.
 Select

the supplier best suited for your needs.



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6.12	Place
the order with the selected Supplier. (If you don't have an open PO, place a requ	isition in
Lawson, get a purchase order approved by Purchasing and Finance before you p	lace an
order with a Supplier).	

6.13 Travel Costs

Interpreter's actual mileage will be included in an itemized invoice including actual expenses (parking, tolls, etc.) for assignments within thirty (30) miles from the interpreter's home.

For any assignment that is 60 miles or more round trip the Supplier will be paid "portal-to-portal" plus mileage. Portal-to-Portal being defined as the level of certification pay rate for each hour from when the Supplier starts travel for the assignment the hours interpreting and when the travel ends for the assignment. Any assignment that is less than 60 miles round trip, the Supplier will be paid mileage only. Each department will make the determination to use portal-to-portal.

No travel time or mileage will be paid for statewide written document translation service.

6.14 Reporting Requirements for Sign Language Translation/Interpretation Services

When requested by the requesting entity, the successful Supplier shall provide monthly report of usage listing by client ID number and department of origination. Reports shall be submitted with invoices.

The successful Supplier shall provide usage reports requested by the requesting entity electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) or a hard copy or fax.

6.15 Requesting Entity Instructions Sign Language Translation/Interpretation Services.

Departments shall use written purchase orders or under this contract.

When it is determined that your department needs an outside source to provide translation/interpretation services, follow these steps:

- 1. Develop a Statement of Work (SOW) REQUIRED In the SOW, include the following information:
 - 1.1 The service required (i.e. sign language translation/interpretation).
 - 1.2 Location of the event.
 - 1.3 Date of the event.
 - 1.4 Length of the event.
 - 1.5 Any special standards or requirements, where applicable.



- 2. Submit SOW to successful Suppliers for quotations. The request submitted by the requesting entity can be via telephone, facsimile, or email to the successful Supplier.
 - 2.1 Select the Supplier best suited for your needs.
 - 2.2 Place the order with the selected Supplier.

6.16 Additional Services

Vendors are encouraged to submit additional translation services that are available.

7. Evaluation

7.1 Evaluation Method

The evaluation will be based upon best value criteria.

7.2 Evaluation Criteria

- a. Cost (See Section 8).
- b. References.

Suppliers should submit three (3) references from customers in which similar services are being provided. Suppliers are to include the customer's name, contact person, email address, phone number, and fax number.

References should be as close as possible to similar size and scope.

Did supplier submit three (3) references from customers in which	Yes /	No
similar services are being provided?		

c. Response Format and Forms

Is supplier submitting two (2) paper copies in response of this solicitation?	Yes /No
Did the supplier complete all forms and contacted the MBE/WBE coordinator to obtain their signature when necessary?	Yes /No

d. Cover Letter Submission

Vendor's response should have a cover letter which provides the following information:

Narrative about the Company's history to include if it is a local or	Yes / No
national company, length of time in business, information about	165/110



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	where services are provided within the State of Rhode Island or other states within the United States of America.	
	Information on the process of how translation services are provided to include providing alternate translators when needs arise, multiple requests, etc.	Yes /No
e.	Supplier Qualifications/Requirements	
	Suppliers are to indicate if they can provide certified/qualified and experienced language professionals with relevant knowledge in the required field of expertise for performance of the services requested	Yes /No
	Suppliers are to indicate if their personnel meet the requirements listed in Section 3.1 of this solicitation	Yes /No
f.	General Requirements for Translation and Interpretation Services	
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.2 of this solicitation.	Yes /No
	Suppliers are to list their quality assurance plan as described in Section 3.2	Yes /No
g.	Written Document Translation Services	
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.3 of this solicitation.	Yes /No
h.	Expedited Written Document Translation Turnaround Timeframes	
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.4 of this solicitation.	Yes /No
i.	Standard Written Document Translation Turnaround Timeframes	
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.5 of this solicitation.	Yes /No
j.	Telephonic Interpretation Services	
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.6 of this solicitation	Yes /No



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k. Video Remote Interpreting (VRI)	Services
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	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.7 of this solicitation.	Yes /	No
1.	On-Site Foreign Language Interpretation		
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.8 of this solicitation.	Yes /	No
m.	Reporting Requirements for Foreign Language Translation Services		
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.9 of this solicitation.	Yes /	No
n.	Travel Costs		
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.11 of this solicitation.	Yes /	No
о.	Reporting Requirements for Sign Language Interpretation Services		
	Suppliers are to indicate if their firm can meet the requirements listed in Section 3.12 of this solicitation.	Yes /	No
p.	Additional Services		
	Does your firm provide any additional interpreting services?	Yes /	No
	If so, please list those.		

8. Price and Cost

8.1 List on a separate document, rates as listed below:

- 8.1.1 Written Translation To be billed by the Word for Peak and Off-Peak.
 - 8.1.1.1 Standard Written Translation As defined in Section 2 and described in Section 6.
 - 8.1.1.2 Expedited Written Translation As defined in Section 2 and described in Section 6.
- 8.1.2 On-Site Translation/Interpretation To be billed by the Hour for Peak and Off-Peak.



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- 8.1.2.1 Standard On-Site Translation/Interpretation As defined in Section 2and described in Section 6.
- 8.1.2.2 Expedited On-Site Translation/Interpretation As defined in Section 2 and described in Section 6.
- 8.1.2.3 Critical On-Site Translation/Interpretation As defined in Section 2 and described in Section 6.
- **8.1.3** Telephonic Interpretation To be billed by the Minute for Peak and Off-Peak. 8.1.3.1 Telephonic Interpretation As defined in Section 2 and described in Section 6.
- 8.1.4 Video Remote Interpretation (VRI) To be billed by the Minute for Peak and Off-Peak. 8.1.4.1 Video Remote Interpretation – As defined in Section 2 and described in Section 6.



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
 - o Worker's Compensation Insurance Coverage
- Rhode Island Sales Tax Permit
- Registration with the Rhode Island Secretary of State
- Certificate of Good Standing with the Rhode Island Secretary of State.

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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.