

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



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State of Nevada

Purchasing Division

Request for Qualifications: 99SWC-S359

For

ON-SITE SPOKEN AND SIGN LANGUAGE INTERPRETATION, DOCUMENT TRANSLATION AND OTHER RELATED SERVICES

Release Date: October 19, 2018

Deadline for Submission and Opening Date and Time: Ongoing

Refer to Section 5, RFQ Timeline for the complete RFQ schedule

For additional information, please contact:

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Refer to Section 6 for instructions on submitting an RFQ Response

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Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A, which can be found on the Purchasing Division's website (<http://purchasing.nv.gov>).

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking Statements of Qualifications (SOQs) from qualified vendors to provide On-Site and Remote Spoken and Sign Language Interpreting Services, Document Translation and Other Related Services statewide as needed. *The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors.* The purchase amount will be controlled by the individual using agencies through a purchase order once a contract has been awarded. The successful bidder must provide and maintain information to allow for online ordering capability through *NevadaEPro*. The state will work with the successful bidder to determine which platform is appropriate.

The State will award multiple contracts in conjunction with this RFQ, as determined in the best interests of the State. The State may award regionally (Northern, Southern, Rural) as needed by using agencies. **Vendor's Statement of Qualification shall identify the geographic region(s) in which services are being offered.**

The State reserves the right to accept vendor Statement of Qualifications on an ongoing basis. Any future awards will be written based upon termination dates concurrent with contracts awarded because of the original RFQ. The State does not guarantee any minimum volume of service.

These contracts shall be used by all State agencies located in geographic regions serviced by the contractor. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

The State Purchasing Division shall administer contract(s) resulting from this RFQ. The resulting contract(s) shall be for an initial contract term of two (2) years, with an option to renew for five (5) one (1) year extensions, if agreed upon by both parties and in the best interests of the State. Each qualified vendor is to have an executed contract with the state upon 10 days of receiving an award. Vendors who fail to return a signed contract in 10 days of receipt are subject to disqualification.

2. REQUEST FOR QUALIFICATIONS

2.1 PROCESS

The process by which RFQ Responses shall be considered for award under this RFQ consists of the following:

- Eligibility and Evaluation

- 2.1.1.1 The determination of whether or not the vendor qualifies under the set of Qualifications (*refer to Section 2.4*). If a vendor is determined to not meet any of the Qualifications, the response in its entirety shall not be considered for award.
- 2.1.1.2 If the vendor meets all the Qualifications, the vendor will be evaluated and placed on list for any State of Nevada agency to utilize.
- 2.1.1.3 Once a vendor is placed on the list, any using agency may contact vendors, depending upon services needed, and present vendor with a purchase order outlying needs and agreed upon cost.
- 2.1.1.4 Initial Evaluation
- An evaluation committee will be established to review and qualify the initial responses.
- 2.1.1.5 Ongoing Evaluation
- Once the initial contracts have been executed, any vendors submitting responses will be reviewed for eligibility and submitted to a review panel for approval to move forward with a contract.
- 2.1.1.6 Qualifications for Subcontractors
- Any vendor that uses subcontractors to provide services must provide all required licensing, registration and certification qualifications for any subcontractor that would be assigned in each service area provided. Failure to provide this documentation will result in disqualification. Any subcontractors that have not been previously qualified must have all certifications or licensure provided to the using Agency and the Nevada State Purchasing Division, Contract Management Unit 48 hours before services are to be provided.

2.2 WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFQ as noted below:

- **QUESTIONS AND ANSWERS**
- 2.2.1.1 All questions regarding this RFQ should be submitted using the Bid Q&A feature in *NevadaEPro*.

- 2.2.1.2 To access the Bid Q&A:
- A. Log into your Seller account on *NevadaEPro*;
 - B. Click the Bids tab in the header,
 - C. Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.
- 2.2.1.3 The deadline for submitting questions is as specified in *Section 5, RFP Timeline*.
- 2.2.1.4 All questions and/or comments shall be addressed using the Bid Q&A in *NevadaEPro*. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in *NevadaEPro* and you will receive email notification.

2.3 SERVICES

Services may include, but are not limited to:

- On-Site Spoken Language Interpreting Services for the Top 10 Non-English Languages Spoken in Nevada:
 - Spanish
 - Tagalog (to include both Filipino and Ilocano)
 - Mandarin
 - Cantonese
 - Korean
 - Vietnamese
 - French
 - German
 - Amharic
 - Arabic
 - Any other language not described above.
- Document Translation Services;
- CART (Communication Access Realtime Translation);
 - Please refer to Attachment J: Minimum Qualifications for Sign Language and CART Services.
- Captioning Services;
- Sign Language Interpreting Services for the Deaf or Hard-of-Hearing
 - On-Site Interpreters
 - Video Interpreters
 - Please refer to Attachment J: Minimum Qualifications for Sign Language and CART Services.
- Video Interpretation (any language);
- And any other translation or interpretation related services not explicitly described above.

2.4 QUALIFICATIONS

It is **mandatory** that each component listed below be addressed and submitted for review. Failure to address each component shall result in disqualification of the RFQ response.

It is **mandatory** that each vendor have current Nevada licensure and be in good standing with the applicable board.

Vendors proposing to receive an award through this RFQ shall provide the following information:

- Attachment A: Application Checklist
- Attachment B: Vendor Information Sheet
- Attachment C: Pricing Schedule (Complete one for each service provided.)
- Attachment D: Certification Regarding Lobbying
- Attachment I: Minimum Qualifications for Sign Language and CART Providers (If Applicable)
- Any Required Professional Licenses or Certifications
- Proof of Insurance (In Accordance with the attached Insurance Schedule)
- Nevada Secretary of State Business License

Note: Agencies using the resulting contracts may have additional documents vendors must sign prior to start date. These documents will be listed separately under the attachment tab within NevadaEPro. Certain insurance requirements may be negotiated with using Agencies depending upon the nature of the service.

3. COST

Vendors must complete Attachment C, Pricing Schedule, with not-to-exceed prices within industry standards for each service offered. Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to Attachment C, Pricing Schedule). Individual State agencies may negotiate prices lower than the not-to-exceed individually based on licensure, certification, experience and certified specialty qualifications or combinations of the aforementioned.

The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the Purchasing Division. This fee may be assessed over the time of the contract period. Vendors will be provided 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract. Please refer to Attachment H for an example of the required reports. The administration fee cannot be listed as a line item on an invoice.

Note: Some programs and services have a set rate and may not be negotiable. This will be determined by the using agency.

4. FINANCIAL

4.1 PAYMENT

- Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

4.2 BILLING

- The State does not issue payment prior to receipt of goods or services.
- The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your response if you will accept.

4.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the third Friday in July of the same year. A billing submitted after the third Friday in July that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

5. RFQ TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Questions Regarding RFQ Due	Ongoing
Answers Posted	Ongoing
Deadline for submission and opening of SOQs	Ongoing
Anticipated BOE approval	Ongoing
Contract start date (contingent upon BOE approval)	Upon BOE approval

6. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

The vendors initial response will be submitted per this section. Additional information may be required when vendors work with a using agency to determine the scope of work and agreed upon cost.

6.1 GENERAL SUBMISSION REQUIREMENTS

- Vendors shall submit their statement of qualifications by using the “Create Quote” function through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
 - 6.1.1.1 Refer to *Instructions for Vendors Responding to a Bid* in the Important Links section on the front page of *NevadaEPro* for instructions on how to submit a Quote using *NevadaEPro*.
- The Statement of Qualifications shall contain all the following documents found in the attached Statement of Qualification Packet:
 - Attachment A: Application Checklist
 - Attachment B: Vendor Information Sheet
 - Attachment C: Pricing Schedule (Complete one for each service provided.)
 - Attachment D: Certification Regarding Lobbying
 - Attachment I: Minimum Qualifications for Sign Language and CART Providers (If Applicable)
 - Any Required Professional Licenses or Certifications
 - Proof of Insurance (In Accordance with the attached Insurance Schedule)
 - Nevada Secretary of State Business License
 - If possible, submit the Statement of Qualifications packet as one unified PDF file containing all pages of the packet and back-up documentation. Submitting attachments as multiple files may delay processing times.

Note: Agencies using the resulting contracts may have additional documents vendors must sign prior to start date. These documents will be listed separately under the attachment tab within NevadaEPro. Certain insurance requirements may be negotiated with using Agencies depending upon the nature of the service.

6.2 CONFIDENTIALITY

- As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- Vendors are required to submit written documentation in accordance with the RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not

conforming to these requirements shall cause your Statement of Qualification to be deemed non-compliant and shall not be accepted by the State of Nevada.

- It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

7. RFQ RESPONSE EVALUATION AND AWARD PROCESS

7.1 Qualifications shall be evaluated upon a pass/fail basis based on the verification of the following criteria:

- Demonstrated Competence (Proof of Certification or Licensure)
- Cost (Completed Pricing Schedule Sheet for each service provided)
- Completeness of Required Documentation
- Financial Stability (Proof of Insurance with Nevada Business License in good standing)

8. TERMS AND CONDITIONS

8.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS

- This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <https://NevadaEPro.com>.
- The State reserves the right to reject any or all Statement of Qualifications received prior to contract award (NRS 333.350).
- The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State per NRS 333.350.

- The State shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).
- Statement of Qualifications which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this project, may be rejected.
- Statement of Qualifications from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- Statement of Qualifications may be modified or withdrawn by written notice received prior to the Statement of Qualification opening time. Withdrawals received after the Statement of Qualification opening time will not be considered except as authorized by NRS 333.350(3).
- Vendors are to work with the using agency to determine the scope of work and agreed upon cost. The awarded vendor agrees to provide the services at the costs, rates and fees as set forth in their Statement of Qualification with using agency No other costs, rates or fees shall be payable to the awarded vendor for implementation of their Statement of Qualification.
- The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the Statement of Qualification response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- Statement of Qualifications submitted per Statement of Qualification submission requirements become the property of the State, selection or rejection does not affect this right; Statement of Qualifications shall be returned only at the State's option and at the vendor's request and expense.
- Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.
- NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The

Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

8.2 CONTRACT TERMS AND CONDITIONS

- The contractual authority, as identified by the not to exceed amount of the contract, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the vendor.
- The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFQ together with any modifications thereto, and the awarded vendor's Statement of Qualification, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's Statement of Qualification, the RFQ, and the awarded vendor's Statement of Qualification. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFQ.
- Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State

is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.

- Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

8.3 PROJECT TERMS AND CONDITIONS

- Personally Identifiable Information (PII)

If a vendor obtains Social Security numbers or other personally identifiable information as part of its work under this contract the vendors shall protect the confidentiality of that information, including using appropriate network security to safeguard information being stored on computers. Vendor shall immediately inform the State of any data breach that may have exposed Social Security numbers or other personally identifiable information.

- Award of Related Contracts

8.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

8.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

- State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

- Inspection/Acceptance of Work

8.3.1.3 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

8.3.1.4 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

8.3.1.5 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

- Travel

If travel is required, the following processes shall be followed:

8.3.1.6 All travel shall be approved in writing in advance by the Department.

8.3.1.7 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

8.3.1.8 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

8.3.1.9 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

8.3.1.10 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

8.3.1.11 The State will only reimburse up to the U.S. General Services Administration (GSA) rates. For more information, visit the following link: <https://www.gsa.gov/travel-resources>.

- Regarding a Boycott of Israel

Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a statement of qualifications, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).