



Solicitation Cover Page

1. Solicitation #: 0900000323

2. Solicitation Issue Date: 05/31/2018

3. Brief Description of Requirement:

Solicitation to establish Statewide Contract SW0780 for Translation/Interpretation Services.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: June 21, 2018

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Electronic Submission Address: _____

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Linda Lechtenberg

Phone: 405-522-0436

Email: Linda.Lechtenberg@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 0900000323 for SW0780
Translation/Interpretation Services

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- ☐ YES – Permit #: _____
☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

- ☐ YES - Filing Number: _____
☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- ☐ YES – Include with the bid a certificate of insurance.
☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES, Central Purchasing Agency Number: 09000

Solicitation or Purchase Order #: 0900000323 – SW0780 Translation/Interpretation Services

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 5

B. SPECIAL PROVISIONS10

C. SOLICITATION SPECIFICATIONS.....15

D. EVALUATION18

E. INSTRUCTIONS TO BIDDER19

F. CHECKLIST19

G. OTHER20

H. PRICE AND COST20

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. 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;
 - A.5.1.3. 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 A.5.1.2. of this certification; and
 - A.5.1.4. 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.
- A.5.2. 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.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Definitions - For purposes of this SOLICITATION, the following abbreviations and terms have the meanings indicated below:

- B.1.1.** Authorized Entity - Unless otherwise restricted by the contract, includes Oklahoma State Agencies, Boards, Commissions, Counties, Courts, Departments, Institutions, Higher Education, Hospitals, Municipalities, Political Subdivisions and School Districts, etc.
- B.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.
- B.1.3.** Comparable Level of Proficiency – A comparable level of proficiency on any other national- or state-recognized translation or interpretation assessment as determined and recognized by the State of Oklahoma.
- B.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).
- B.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.
- B.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.
- B.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.
- B.1.8.** Holidays – Holidays observed by the State of Oklahoma agencies. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day.
- B.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.
- B.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.
- B.1.11.** Off-Peak – 5:00 p.m. through 8:00 a.m. Monday through Friday, Holidays, and Weekends.
- B.1.12.** Peak – 8:00 a.m. through 5:00 p.m. Monday through Friday.
- B.1.13.** Qualified Interpreter – A person who has passed a qualification/screening test offered through interpreter testing programs.
- B.1.14.** Qualified Translator – A person who has passed a qualification/screening test offered through translator testing programs.
- B.1.15.** Qualified Legal Interpreter – An individual certified by the (Oklahoma) State Board of Examiners of Certified Courtroom Interpreter or an individual who possesses the knowledge and skills necessary to accurately and impartially interpret spoken English into the equivalent visual languages and currently certified by the National Registry of Interpreters for the Deaf.
- B.1.16.** Requesting Entity – The specific State government agency or entity that requests the Suppliers to provide any services described in this contract. It is used interchangeably with "using agency".
- B.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).
- B.1.18.** Source Language – For written translation services, the language in which existing documents are written.
- B.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.
- B.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.
- B.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 shall be permitted for each additional 2,000 words of Target Language translation, or portion thereof, beyond the first 2,000 words.

- B.1.22.** Target Language – For written translation services, the language into which existing documents are to be translated.
- B.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.
- B.1.24.** Telephonic Translation – Over the telephone foreign language interpretation/translation.
- B.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.
- B.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
- B.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.

B.2. Contract Period

- B.2.1.** 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.

B.3. Agreement Period

- B.3.1.** 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 State of Oklahoma.

B.4. Extension of Contract.

- B.4.1.** The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

B.5. Type of Contract.

- B.5.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.6. Contract Preference

- B.6.1.** This contract is mandatory for State of Oklahoma agencies.

B.7. Authorized Users.

- B.7.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.
- B.7.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

B.8. Ordering.

- B.8.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be 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).

B.9. Authorized User Ordering Information

- B.9.1.** OMES, CP 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.

B.10. Prompt Payment Discounts.

- B.10.1.** Please review A.18 for information concerning prompt payment discounts.

B.11. B.10. Gratuities.

- B.11.1.** 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 Central Purchasing.

B.12. Proposal Conformity

B.12.1. By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

B.13. Contract Usage Reporting Requirements

B.13.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.13.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of

B.13.3. Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.13.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

B.13.3.1. Email – strategic.sourcing@omes.ok.gov

B.13.3.2. Physical Address:

OMES – Central Purchasing
Frates Building
5005 N. Lincoln, Suite 300
Oklahoma City, Ok 73105

B.13.4. Contract quarterly reporting periods shall be:

B.13.4.1. January 1 through March 31

B.13.4.2. April 1 through June 30

B.13.4.3. July 1 through September 30

B.13.4.4. October 1 through December 31

B.13.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.13.6. Usage Reports shall be submitted in the Excel form listed as Attachment “A”

B.14. Contract Management Fee

B.14.1. As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

B.14.2. Supplier agrees to annotate the resultant amount on the quarterly “Contract Usage Report” as listed in Section B.13.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.13.4. To ensure the payment is credited properly, the Supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

B.14.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.15. Conflict of Interest

B.15.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

B.16. Patents and Royalties

B.16.1. The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.16.2. The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Disclosures Regarding Lobbyists

B.17.1. A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

B.17.2. Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

B.17.3. The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

B.18. Notice of Award

B.18.1. Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions, or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.19. Supplier Invoices

B.19.1. 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.

B.19.1.1. Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

B.19.1.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

B.19.1.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.19.1.4. See A.18 for further invoicing information.

B.20. Price Adjustments

B.20.1. 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 contracting officer. 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 State 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.

B.21. State and Federal Taxes

B.21.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.22. Explanation to Supplier.

B.22.1. Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions given before solicitation opening will not be binding. Any information given a Supplier concerning a solicitation will be provided promptly to all other Suppliers as an amendment, if that information is necessary in submitting a response or if the lack of it would be prejudicial to other Suppliers.

B.23. Oral Agreements.

B.23.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

B.24. State Purchase Card (P-Card)

B.24.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS ARE TO ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

B.24.2. SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____.

B.25. Standards and Certifications

B.25.1. Supplier certifies compliance with:

B.25.1.1. Section 508; Electronic and Information Technology (EIT),

B.25.1.2. Titles VI and VII of the 1964 Civil Rights Act,

B.25.1.3. Section 504 of the Rehabilitation Act 1973,

B.25.1.4. Age Discrimination Act of 1975,

B.25.1.5. Hatch Act, the Pro Children Act of 1994,

B.25.1.6. Drug Free Workplace Act of 1988,

B.25.1.7. American with Disabilities Act of 1990,

B.25.1.8. Title IX or the Education Amendments of 1972,

B.25.1.9. 31 U.S.C. Section 1352,

B.25.1.10. Public Law 105-78, and

B.25.1.11. The Single Audit Act of 1984; as applicable.

B.26. Loss of Data

B.26.1. In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Supplier or any of its sub-Suppliers or agents, the Supplier shall be responsible for recreating such lost data in the manner and on the schedule set by the contract manager. The Supplier shall ensure that all data is backed up and recoverable by the Supplier. Supplier shall use its best efforts to assure that at no time shall any actions undertaken by the Supplier under this contract (or any failures to act when Supplier has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Supplier is working hereunder.

B.27. Confidentiality

B.27.1. 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 State in writing when this requirement has been met.

B.28. Assignment of Contract and/or Claims:

B.28.1. The Supplier shall not assign this contract, any interest therein, or any claim under this contract to any party without the advance written approval of the contracting officer.

B.29. Subcontracts:

B.29.1. The Supplier to whom this contract is awarded shall be completely and solely responsible for the satisfactory performance of all subcontract services performed under this contract.

B.30. Minor Deficiencies or Minor Informalities

B.30.1. "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.30.2. The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

B.31. Electronic Submission

- B.31.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the RFP. Submissions will not be accepted via email. Hard copies of the responses are not needed. This term overrides any terms in Section A requiring submission of hard copy.

B.32. Tobacco Use Prohibited

- B.32.1.** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned, or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1.** The State of Oklahoma 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 State entities under one or more line item numbers of this contract. This contract describes the service to be provided during meetings, job interviews, non-emergency medical appointments, job placement and orientation, and other situations as requested by State of Oklahoma requesting entities. These services must be available from both office and non-office remote locations to include some at client addresses, in multiple locations as requested by the State of Oklahoma requesting entities.
- C.1.2.** The State intends to establish one or more contracts to satisfy the requirements listed in this solicitation. The State may opt to award any type of translation/interpretation service to one of more Suppliers. In the best interest of the State, the State reserves the right to add additional Suppliers at any time to ensure complete coverage to Authorized Users.
- C.1.3.** The contracts will provide a streamlined acquisition approach for State authorized entities to obtain the services of qualified/certified and experienced language professionals. Agencies will issue Purchase Orders (or other type – see Sections C.12 and C.15) to schedule the Supplier in accordance with the Ordering Procedures contained in this contract. A Purchase Order may contain any service described herein and will outline entity specific requirements in accordance with this contract and the entity's needs.

C.2. Supplier Qualification & Requirements for Foreign Language Translation/Interpretation

- C.2.1.** The Supplier shall provide certified/qualified and experienced language professionals with relevant knowledge in the required field of expertise for performance of the services requested.

C.3. Minimum Personnel Qualifications

- C.3.1.** 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.

C.4. General Requirements for Translation/Interpretation Services

- C.4.1.** Provide confirmation that a translator or interpreter has been assigned to the user agency after receipt of written request within two working days of the original request. This confirmation must be sent to the appropriate user agency via fax or e-mail.
- C.4.2.** If requested by the using agency, a translator or interpreter that provides a service to agency must provide a copy of certification or transcript verifying the graduation. In addition, the Office of Management and Enterprise Services, Central Purchasing reserves the right to request such proof from the Supplier at any time during contract periods.
- C.4.3.** 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.
- C.4.4.** 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 rate increment.
- C.4.5.** Timeframes can be either calendar or business day or week depending upon the requesting entity's need. This shall be identified when submitting the request to the Supplier.
- C.4.6.** 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.

C.5. Written Document Translation Services

- C.5.1.** The Supplier shall provide written translations of source texts in one language into target texts written in another language, with the meaning and intent of the original source text.

- C.5.2.** Services shall include translation of documentation, proofing, editing, client consultation for product assessment, glossary development, and final production layout and output in the required media format (i.e. hardcopy or electronic) by qualified and experienced native speaking language translators.
- C.5.3.** Required field of expertise include, but are not limited to, the translation of business, legal, medical and technical documents, manuals, web sites, brochures, multimedia, intranet, video, audio and software localization.
- C.5.4.** The Supplier shall provide foreign language translations that are accurate, culturally and politically sensitive to the social environment of the target reader/audience.
- C.5.5.** 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, font type, margin, and line spacing as instructed by the requesting entity.
- C.5.6.** The Supplier shall provide all foreign language translation 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 **Attachment B**. 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 entity, word counts may be approximated.
- C.5.7.** Depending on the type and/or complexity of project, the setup fee and/or project management fee may apply.

C.6. Expedited Written Document Translation Turnaround Timeframes

- C.6.1.** Expedited written translation requirements shall be completed within one standard hour day from the day the requesting entity sends 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.

C.7. Standard Written Document Translation Turnaround Timeframes

- C.7.1.** 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 entity 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.

C.8. Telephonic Interpretation Services

- C.8.1.** The Supplier shall provide a toll free telephone number which is staffed 24 hours a day, seven days a week, and 365 days per year.
- C.8.2.** Supplier must provide conference calling system/services that accommodate a minimum of 5 parties in a conference.
- C.8.3.** In the event that the requesting entity requests specific foreign language interpretation/translation that will require more than 45 minutes of the interpreter/translator's time, the requesting entity shall submit the request for an interpreter at a minimum 6 hours in advance of the actual time it is needed.
- C.8.4.** The Supplier shall not require the requesting entity to purchase or obtain a specific type of equipment to access telephonic interpreter services.
- C.8.5.** The State of Oklahoma 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.

C.9. Video Remote Interpreting (VRI) Services

- C.9.1.** This is done through a remote or offsite interpreter or translator in order to communicate with persons with whom there is a communication barrier.
- C.9.2.** Party(s) needing the service will be in one location and the interpreter/translator will be in another location.
- C.9.3.** In the event that the requesting entity requests specific foreign language interpretation/translation that will require more than 45 minutes of the interpreter/translator's time, the requesting entity shall submit the request for an interpreter at a minimum 6 hours in advance of the actual time it is needed.
- C.9.4.** 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.
- C.9.5.** The State of Oklahoma 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.

C.10. On-Site Foreign Language Translation/Interpretation

- C.10.1.** 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 experienced translators/interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with structural 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.

- C.10.2.** The requesting entity 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.
- C.10.3.** An interpreter shall physically be present at the Oklahoma location specified by the requesting entity, including locations with security or other special requirements, and to abide by all such security or special requirements.
- C.10.4.** Ensure that the interpreter arrives a minimum of 15 minutes prior to the beginning of the event.
- C.10.5.** When more than one interpreter is available for an assignment, the Supplier shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the requesting agency/ entity.
- C.10.6.** Interpreters shall be provided based on the following:
 - C.10.6.1.** Client preference,
 - C.10.6.2.** Subject matter, and
 - C.10.6.3.** Length of the event and the type of interpreting required.
- C.10.7.** Standard On-site translation/interpretation services shall be provided by the Supplier for requests received with a minimum of forty-eight (48) hours' notice.
- C.10.8.** 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.
- C.10.9.** Critical On-site translation/interpretation services shall be provided by the Supplier for requests received with less than twenty-four (24) hours' notice.
- C.10.10.** In the event that a request for on-site translation/interpretation is cancelled with *less than* twenty-four (24) hours' notice, the requesting entity shall be required to pay the Supplier the one and a half (1.5) hour minimum billable time.
- C.10.11.** If the assignment is cancelled upon translation/interpreter arrival to the scheduled assignment, the interpreter will be compensated for the full scheduled length of the assignment.
- C.10.12.** If the translator/interpreter arrives to the assignment and the client is a no show for the translator/interpreter will be compensated for the full scheduled length of the assignment.

C.11. Reporting Requirements for Foreign Language Translation/Interpretation Services

- C.11.1.** When requested by the requesting entity, the Supplier shall provide monthly report of usage listing by client ID, call originator, county of origination, and the agency name. Reports shall be submitted with invoices.
- C.11.2.** The 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.
- C.11.3.** The Supplier shall submit usage reports on a quarterly basis (Jan – Mar, Apr – Jun, Jul – Sep, and Oct – Dec) to Strategic Sourcing named in this contract, 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:
 - C.11.3.1.** Period,
 - C.11.3.2.** Type of services (i.e Telephonic, VRI, On-site, or Written Text),
 - C.11.3.3.** Requesting Agency Name,
 - C.11.3.4.** Source Language,
 - C.11.3.5.** Target Language,
 - C.11.3.6.** Number of hours or words or minutes spent, and
 - C.11.3.7.** Total Charge.

C.12. Requesting Entity Instructions for Translation/Interpretation Services

- C.12.1.** Agencies may use written purchase orders; facsimile orders, credit card orders, and/or blanket purchase orders under this contract.

- C.12.2.** When it is determined that your agency needs an outside source to provide translation or interpretation services; follow these simple steps:
- C.12.2.1.** Develop a Statement of Work (SOW) – Optional In the SOW, include the following information:
- C.12.2.1.1.** 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 Task Order (see types of orders - section C.15.1).
- C.12.2.1.1.1** Location of the event.
- C.12.2.1.1.2** The date of the event.
- C.12.2.1.1.3** The length of the event.
- C.12.2.1.1.4** Any special standards or requirements, where applicable.
- C.12.2.2.** Submit SOW to Suppliers for quotations. The request submitted by the requesting entity can be via telephone, facsimile, or email to the Suppliers.
- C.12.2.2.1.** Select the Supplier best suited for your needs.
- C.12.2.2.2.** Place the order with the selected Supplier.

C.13. Travel Costs

- C.13.1.** Interpreter's actual mileage will be calculated and reimbursed in accordance with the Oklahoma State Travel Reimbursement Act, along with actual expenses (parking, tolls, etc.) for assignments within sixty (60) miles from the Interpreters home.
- C.13.2.** For any assignment that is 100 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 100 miles round trip, the Supplier will be paid mileage only. Each agency will make the determination to use portal-to-portal
- C.13.3.** No travel time or mileage will be paid for statewide written document translation service.

C.14. Reporting Requirements for Sign Language Translation/Interpretation Services

- C.14.1.** When requested by the requesting entity, the successful Supplier shall provide monthly report of usage listing by client ID number, county of origination and the agency name. Reports shall be submitted with invoices.
- C.14.2.** 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. See B.13 for other usage reporting requirements.

C.15. Requesting Entity Instructions Sign Language Translation/Interpretation Services.

- C.15.1.** Agencies may use written purchase orders; facsimile orders, credit card orders, and/or blanket purchase orders under this contract.
- C.15.2.** When it is determined that your agency needs an outside source to provide translation/interpretation services, follow these steps:
- C.15.3.** Develop a Statement of Work (SOW) - REQUIRED In the SOW, include the following information:
- C.15.3.1.** The service required (i.e. sign language translation/interpretation).
- C.15.3.2.** Location of the event.
- C.15.3.3.** Date of the event.
- C.15.3.4.** Length of the event.
- C.15.3.5.** Any special standards or requirements, where applicable.
- C.15.4.** 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.
- C.15.4.1.** Select the Supplier best suited for your needs.
- C.15.4.2.** Place the order with the selected Supplier.

C.16. Additional Services

- C.16.1.** Vendors are encouraged to submit additional translation services that are available.

D. EVALUATION

D.1. Evaluation Method

D.1.1. The evaluation will be based upon best value criteria.

D.2. Evaluation Criteria

D.2.1. Cost (See Section H).

D.2.2. References (See E.2.1).

D.2.3. Supplier Information/Requirements (See Section C and the response instructions/requirements listed in Section E).

E. INSTRUCTIONS TO BIDDER

E.1. Response Format

E.1.1. Supplier is to submit two (2) complete copies of their response on USB Flash Drive/Thumb Drives which include the completed proposal including the scanned images of the required OMES signed forms, brochures/specifications, and MSDS sheets. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the USB Flash Drive/Thumb Drives with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.

E.1.2. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.

E.1.3. Please ensure that your USB Flash Drive/Thumb Drives are marked clearly with the RFP Number.

E.1.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.2. References

E.2.1. Suppliers should submit three (3) references from customers in which similar services are being provided. Suppliers are to include the customer name, contact person, email address, phone number, and fax number.

E.2.2. References should be as close as possible to similar size and scope.

E.3. Supplier Information

E.3.1. Vendor's response should have a cover letter which provides the following information:

E.3.1.1. Narrative about Company's history to include if it is a local or national company, length of time in business, information about where services are provided within the State of Oklahoma.

E.3.1.2. Information on the process of how translation services are provided to include providing alternate translators when needs arise, multiple requests, etc.

E.4. Supplier Qualifications and Requirements

E.4.1. Suppliers are to indicate if they meet the requirements listed in C.2 of this solicitation.

E.5. Supplier Minimum Personnel Qualifications

E.5.1. Suppliers are to indicate if their personnel meet the requirements listed in C.3 of this solicitation.

E.6. General Requirements for Translation and Interpretation Services

E.6.1. Suppliers are to indicate if their firm can meet the requirements listed in C.4.

E.6.2. Suppliers are to list their quality assurance plan as described in C.4.6.

E.7. Written Document Translation Services

E.7.1. Suppliers are to indicate if their firm can meet the requirements listed in C.5.

E.8. Expedited Written Document Translation Turnaround Timeframes

E.8.1. Suppliers are to indicate if their firm can meet the requirements listed in C.6.

E.9. Standard Written Document Translation Turnaround Timeframes

E.9.1. Suppliers are to indicate if their firm can meet the requirements listed in C.7.

E.10. Telephonic Interpretation Services

E.10.1. Suppliers are to indicate if their firm can meet the requirements listed in C.8.

E.11. Video Remote Interpreting (VRI) Services

E.11.1. Suppliers are to indicate if their firm can meet the requirements listed in C.9.

E.12. On-Site Foreign Language Interpretation

E.12.1. Suppliers are to indicate if their firm can meet the requirements listed in C.10.

E.13. Reporting Requirements for Foreign Language Translation Services

E.13.1. Suppliers are to indicate if their firm can meet the requirements listed in C.11.

E.14. Travel Costs

E.14.1. Suppliers are to indicate their acceptance of the travel cost requirements listed in C.13.

E.15. Reporting Requirements for Sign Language Interpretation Services

E.15.1. Suppliers are to indicate their acceptance of the reporting requirements listed in C.14.

E.16. Additional Services

E.16.1. Does your firm provide any additional interpreting services? If so, please list those.

E.17. Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.

E.18. Suppliers are to complete the Non-Collusion Form.

E.19. Suppliers are to provide their signature and date on B.24.

F. CHECKLIST

F.1. Responding Bidder Information Form

F.2. Non-Collusion Form

F.3. Signature and Date on B.24.

F.4. Response to the items listed in Section E.

F.5. Pricing information as listed in Section H.

G. OTHER

G.1. Question Submittal

G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **June 12, 2018 at 11:00 a.m.** Central Daylight Time. Questions are to be emailed to Linda.Lechtenberg@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, Suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Languages to be Provided

G.2.1. See Attachment "B" for the list of languages to be provided.

G.2.2. Vendors may add additional languages not listed.

G.3. Attachments

G.3.1. Attachment A – Usage Report Template

G.3.2. Attachment B – List of Languages/Pricing Area

H. PRICE AND COST

H.1. List on a separate document, rates as listed below:

H.1.1. Written Translation – To be billed by the Word for Peak and Off-Peak.

H.1.1.1. Standard Written Translation – As defined in Section B and described in Section C.

H.1.1.2. Expedited Written Translation – As defined in Section B and described in Section C.

H.1.2. On-Site Translation/Interpretation – To be billed by the Hour for Peak and Off-Peak.

H.1.2.1. Standard On-Site Translation/Interpretation – As defined in Section and described in Section C.

H.1.2.2. Expedited On-Site Translation/Interpretation – As defined in Section B and described in Section C.

H.1.2.3. Critical On-Site Translation/Interpretation – As defined in Section B and described in Section C.

H.1.3. Telephonic Interpretation – To be billed by the Minute for Peak and Off-Peak.

H.1.3.1. Telephonic Interpretation – As defined in Section B and described in Section C.

H.1.4. Video Remote Interpretation (VRI) – To be billed by the Minute for Peak and Off-Peak.

H.1.4.1. Video Remote Interpretation – As defined in Section B and described in Section C.

Attachment A – Usage Report Template

This attachment is a separate document from this Solicitation Package.

Attachment B – List of Languages/Pricing Area

This attachment is a separate document from this Solicitation Package.