

Contra Costa County

REQUEST FOR PROPOSALS (RFP) 1112 Interpretation and Translation Services

The Contra Costa County Employment and Human Services Department (EHSD) is responsible for certain State and Federally funded social service programs that serve the citizens of Contra Costa County. EHSD provides services to the adult population, children, families, and employment and training related clientele throughout the County. State and Federal regulations require the County to provide public information and materials to potential, present, and past recipients of our services in any non-English language that is prevalent within the County.

This RFP is issued to solicit proposals from qualified entities with interpretation and translation expertise and demonstrated experience providing translation and interpreter services to large public or private organizations.

Please read this entire packet carefully.

**Interested parties are required to attend a
MANDATORY
Bidder's Conference**

Wednesday, November 18, 2009

9:00 a.m. to 12:00 p.m.

**Employment and Human Services
40 Douglas Drive, Rm 101-102
Martinez, California 94553**

Attendance at this mandatory Bidder's Conference is a requirement for submitting a proposal. The Bidder's Conference will afford the opportunity to ask questions about the RFP and to receive technical assistance.

Final proposals will be due at 40 Douglas Drive in Martinez by 5:00 p.m. on December 4, 2009, 2009

Call the Employment and Human Services Dept. at (925) 313-1648 with any questions about this RFP. Thank you in advance for your effort in preparing your response.

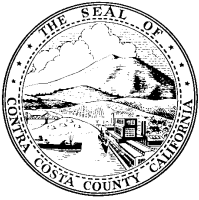
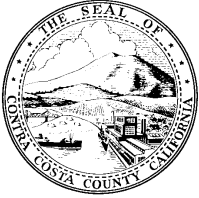


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LEGAL CLASSIFIED NOTICE

REQUEST FOR PROPOSAL #1112

INTERPRETATION AND TRANSLATION SERVICES

Contra Costa County Employment and Human Services Department announces the issuance of Request for Proposal (RFP) #1112 to qualified organizations to provide interpretation and translation services to the Employment and Human Services Department. Contract(s) totaling up to \$600,000 will be awarded to the successful bidder(s). A **Mandatory Bidder's Conference** is scheduled for **November 18, 2009**, from 9:00 a.m. to 12:00 p.m., at 40 Douglas Drive, Rm 101-102, Martinez, CA 94553. Proposals will be due no later than **5:00 pm, December 4, 2009**. A copy of the RFP is available on our website: www.ehsd.org/rfp, or by calling (925) 313-1648.

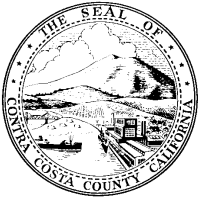


RFP Timeline

1. RFP announced: Friday, October 30, 2009
 2. Mandatory Bidders' Conference
November 18, 2009
9:00 a.m. – 12:00 p.m.
40 Douglas Dr, Rm 101-102
Martinez, CA 94553
 3. Proposal submission deadline: 5:00 p.m., December 4, 2009
(Completed Proposals) Employment and Human Services Department
Contracts and Grants Unit
40 Douglas Drive, Martinez, CA 94553
- No proposal will be accepted after this date and time.***
5. Review and rating process from December 11, 2009 through January 13, 2010.
 6. Written notification of RFP award recommendation(s) sent to respondents
January 14, 2010.
 8. Appeal period, January 15, 2010 through January 29, 2010.
Deadline to submit appeal letters: 5:00 PM, Tuesday, January 29, 2010
 9. Board of Supervisors approval and authorization to award contracts is tentatively
scheduled for February, 2010.



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
Project Description



Interpretation and Translation Services

I. Background

The Contra Costa County Employment and Human Services Department (EHSD) provides a variety of State and Federally funded social services programs to the citizens of Contra Costa County. These programs are primarily directed at the adult population, children, families, and employment and training related clientele throughout the County.

The Employment and Human Services Department is composed of six bureaus; Administration Bureau, Aging and Adult Services Bureau, Children and Family Services Bureau, Community Services Bureau, Workforce Development Board; and Workforce Services Bureau. Each Bureau has offices located throughout the County. While some Bureaus will require interpretation and translation services with more frequency than others, interpretation and translation services are needed for the entire department.

State and Federal regulations require that the County provide public information and materials to potential, present, and past recipients of our services in any non-English language that is prevalent within the County.

II. Funding

A. Available Funding.

The total contract funding for the period April 1, 2010 through March 31, 2011 is up to \$600,000. Note that the County has the ability to award the successful bidder contract extensions based upon satisfactory performance and available funding.

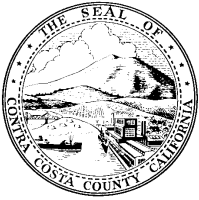
B. Funding Source. Funding is predominately Federal and State with a limited percentage of County funding.

Funding is contingent upon the continued availability of Federal, State, and County funds.

III. Scope of Service

A. Translation and interpretation services should address the following concerns:

1. Use of the most commonly accepted language form used by each language;



2. Communicating, as much as possible, the same message as was intended in the source language;
3. Maintaining the dynamics of the original source language such that the source language, as presented by the interpreter, conveys the same message;
4. All communications between contractor, county staff, and clientele is confidential. Bidder must agree to comply and require its officers, partners, associates, agents and employees to comply with all applicable County, State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under the contract, their records, or services provided them.
5. When submitting invoices for payment, successful bidder must provide documentation that verifies delivery of interpretation and translation services. Support documentation must show language interpreted/translated, time spent interpreting/translating, and signature of EHSD staff authorizing service.

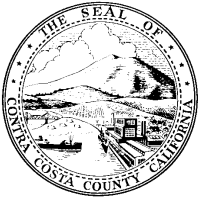
B. Interpretation and Translation Services

1. Interpreter Services. Contra Costa County has a mix of non-English speaking residents. Often, these residents seek services through one or more offices located throughout the County. When a non-English speaking resident seeks information, or is provided services, instructions and information must be provided in the resident's native language. Therefore, interpreter services must be available at County offices located throughout the County, as well as outside the County (on an emergency basis). Contractor will be expected to provide a toll-free 800 telephone number to access telephone interpretation and document translation services.

a. Telephone Interpreter Services

Consecutive interpretation via telephone must be available 24-hours a day, seven days a week, to accommodate staff and client needs. While the majority of requests for interpreter services will be made from EHSD facilities, there will be occasional need for interpreter services from other Contra Costa County facilities or from locations outside of Contra Costa County.

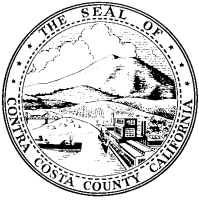
b. In-person Interpreter Services



- i. In-person interpreter services may be required for client meetings or appeal hearings. As appeal hearings are before an administrative law judge, the interpreter must be certified to provide interpreter services in a legal setting and certified in the language used.
- ii. Most interpreter services will be held at a Contra Costa County facility during normal business hours. However, the need may arise to provide interpreter services at a location other than a Contra Costa County facility or after normal business hours, on weekends, and holidays.
- iii. In-person simultaneous interpretation services may be requested to assist in client training and group meetings.
- iv. In-person interpreter may be requested to provide interpretation of written scripts and words into spoken recordings to be captured on wave files. These interpretations will be done at a Contra Costa County facility to be directly recorded into the appropriate equipment.
- v. If a client cancels his/her appointment and Contractor is not notified of cancellation, or not notified within negotiated time frame, interpreter must remain on site to provide interpreter services as needed until released by EHSD staff.

2. Translation Services.

- a. The Employment and Human Services Department uses a number of different forms in the administration of programs. Most of these forms are provided by the State, and are available in most languages. On occasion, the need may arise to translate a form or document into English or translate from English into a client's native language.
- b. Translation services may be needed to provide translation of documentation or information onto EHSD web site or EHSD publications as required.
- c. As some translated documentation will be used in an appeal hearing, before an administrative law judge, translator must



be certified to provide translation in a legal setting and certified in the language used.

- d. Contractor must be able to provide written translation of short forms or documents (three pages or less) within 24 hours. Forms or documents four (4) to six (6) pages in length must be translated within 48 hours, and forms or documents over six pages in length must be translated within 10 business days.
- e. Contractor will be expected to provide a toll-free 800 telephone number to access document translation services. Contractor must be able to accept and send documents and forms for translation via email and facsimile transmissions.

B. Department Needs

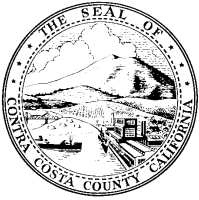
- 1. The Employment and Human Services Department is composed of six bureaus: Administration Bureau, Aging and Adult Services Bureau, Children and Family Services Bureau, Community Services Bureau, Workforce Services Bureau, and Workforce Development Board.

- a. **Administration Bureau**

The Administration Bureau is composed of the Department's executive management group. Interpretation and translation needs will be primarily focused on document translation and interpretation of written text into recorded messages. The Administration Bureau may require translation services in the event of an area emergency or disaster. The Fraud Investigation Unit of the Administration Bureau may have a need for an in-person interpreter to accompany field investigators during an on-site visit. Field investigators must have the ability to talk to the interpreter **prior** to the site visit.

- b. **Aging and Adult Services Bureau**

The Aging and Adult Services Bureau provides services to the County's senior population. Interpretation and translation services will be needed on a frequent basis with the majority of service requests coming from the Medi-Cal Call Center. Requests for service may come from within EHSD or from various locations through the County. Requests for services may initiate outside the County and



may require telephone or in-person interpretation services. Translation services may be requested to translate client supplied documents into English as well as translate County forms into the client's native language. Contractor will be expected to provide a toll-free 800 telephone number to access interpretation and document translation services.

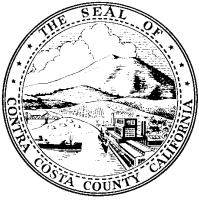
1. Medi-Cal Call Center. The Employment and Human Services Department operates a Medi-Cal Call Center in Antioch. The Center responds to client inquiries, via telephone, regarding Medi-Cal services and assists clients with documentation submission, eligibility determination, and problem resolution. When staff is unable to accommodate non-English speaking clients, the interpreter services must be available via telephone conference call between the client, interpreter, and staff member. In-person interpretation may also be required.

For example, during the fiscal year 2008-2009, staff made approximately 10,000 requests for telephone interpretation services. Requests for interpreter services were for the following languages:

Spanish	Vietnamese	Farsi
Mandarin	Cantonese	Tagalog
Portuguese	Punjabi	Russian
Korean	Arabic	Cambodian
Hindi	Laotian	Thai
Mien	Mongolian	Bulgarian
Dari	Tigrinya	Somali
Japanese	Malayalam	French
Armenian	Hausa	Nepali
Sinhalese	Tongan	Dari
Italian	Polish	Tibetan
Serbian		

c. **Children and Family Services Bureau**

Children and Family Services provides services to the community such as adoption, emergency response to child abuse, family reunification when a child has been removed from the home, and other services related to children and families. Interpreter services may be requested from any of the EHSD offices located through Contra Costa County. Requests for services may also be generated from outside



the County or outside the Northern California area. In-person interpreters may be required to assist with appeal hearings, court hearing, or home visits. Translation services may be requested to translate client supplied documents into English as well as translate County forms into client's native language. Contractor will be expected to provide a toll-free 800 telephone number to access interpretation and document translation services.

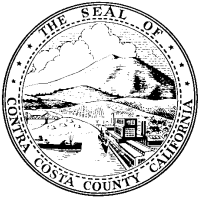
d. **Community Services Bureau**

The primary services provided by Community Services Bureau are childcare related. Interpreter services may be required to assist during the childcare enrollment, program recertification, child assessment, and during appeal hearings. An in-person interpreter may be required to assist during appeal hearings or during staff-client meetings. Translation services may be requested to translate client supplied documents into English as well as translate County forms into client's native language. Contractor will be expected to provide a toll-free 800 telephone number to access interpretation and document translation services.

e. **Workforce Services Bureau**

The Workforce Services Bureau administers programs which include California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work activities. Interpreter services may be required to assist with application, eligibility determination, redetermination, document submission, staff-client meetings, and appeal hearings. In-person interpretation may be requested for staff-client meetings and appeal hearings. Simultaneous interpreter services may be requested to assist with job coaching, job club, and assessment. Translations services may be requested to translate client supplied documents into English as well as translate County forms into client's native language. If requested, translation services must be provided within 24-hours. Contractor will be expected to provide a toll-free 800 telephone number to access interpretation and document translation services.

For example, during fiscal year 2008-2009, approximately 500 in-person consecutive interpretations were provided.



Languages interpreted were as follows:

Spanish	Farsi	Vietnamese
Sign	Russian	Arabic
Mandarin	Korean	Tagalog
Mien	Cantonese	Bosnian
Punjabi	Tonga	Bulgarian
Dari	French	Japanese
Laotian	Portugese	Pashto
Urdu	Assyrian	Romanian
Cambodian	Dutch	Thai

f. **Workforce Development Board**

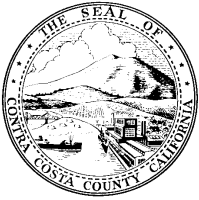
The Workforce Development Board works primarily with the business community and may request interpreter and translation services. Contractor will be expected to provide a toll-free 800 telephone number to access interpretation and document translation services.

IV. Outcomes

- A. Interpretation services, in the requested language, must be available via telephone within fifteen (15) minutes of the request. Interpretation services must be provided via three-way conference call including the client, EHSD Staff, and interpreter who shall provide consecutive interpretation services. Interpreter services must be available Monday through Friday, 8:00 a.m. to 5:00 p.m. (Pacific time), and may be required during weekends, holidays, outside regular business hours, and may be required during an area emergency or disaster.

In-person interpreter service must be available, Monday through Friday, 8:00 am to 5:00 pm (Pacific time), within twenty-four (24) hours notice, and may be required during weekends, holidays, outside regular business hours, and may be required during an area emergency or disaster. In-person interpreters must be provided within twenty-four (24) hours of request, and when requested by EHSD staff, in-person interpreters must be available for consultation **prior** to scheduled meeting. If a client cancels his/her appointment and Contractor is not notified of cancellation, or not notified within negotiated time frame, interpreter must remain on site to provide interpreter services as needed until released by EHSD staff.

- B. Simultaneous interpretation services may be provided to groups of approximately twenty to thirty (20-30) non-English speaking clients during

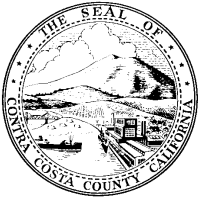


job club, job search, and client orientations held every two to three weeks. Interpretation services may be needed for the entire job club seminar or orientation meeting which may last up to two weeks. On occasion, in-person simultaneous interpretation services will be needed for job search activities to assist with client counseling.

- C. Translation of short written documents (three pages or less) must be completed within twenty-four (24) hours. Forms or documents four to six pages in length must be translated within 48 hours, and forms or documents over six pages in length within 10 business days from receipt of document. Translation of County forms must be translated and camera ready within three (3) business days of receipt.
- D. Contractor must provide brochures in sufficient quantities for each district office to be made available to clients to identify translation and interpretation needs.
- E. Bidder's telephone interpretation equipment must be compatible with EHSD equipment.



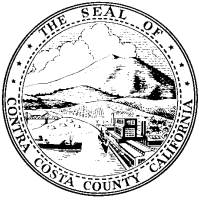
REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
Application Instructions and Proposal Outline



APPLICATION INSTRUCTIONS AND PROPOSAL OUTLINE

I. Application Instructions

- A. Responses must be submitted in a complete proposal package containing all required supporting information and documents. All elements identified in Attachment A must be included in the packet.
- B. Each bidder must submit **one (1) original proposal and (9) nine complete copies, with attachments included.**
- C. Bidders must include one of the following with the original proposal:
 - i. Audit or audited financial statements from audit conducted within 12 months of submitting the proposal, or
 - ii. Review opinion letter written by a certified public accountant within 12 months of submitting the proposal and copies of financial statements for the two consecutive years prior to submitting the proposal, or
 - iii. Compilation letter written by a certified public accountant within 12 months of submitting the proposal and copies of financial statements for the two consecutive years prior to submitting the proposal.
- D. All narrative materials should be single spaced on 8 ½" x 11" paper with one (1) inch margins. Use one side of page only. Proposal should not exceed 35 pages, **excluding** cover page, program narrative, table of contents, and attachments.
- E. Forms 1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Respondent's Checklist, Attachment A.
- F. Pages must be stapled together, numbered consecutively with each section identified with the appropriate Roman numeral. Proposals must not be placed in a binder or spiral bound.
- G. All information in the proposal package must be submitted in the form and sequence set forth in Attachment A (this listing shall comprise the Proposal Table of Contents.).



II. Proposal Outline

A. Proposal Cover Statement.

The Proposal Cover Statement with original signatures, **in blue ink**, of the Board of Director's and Executive Director attached to the original proposal and must precede the narrative. Copies of the form must also serve as the Proposal Cover Statement for the remaining nine (9) proposal copies. This should be the first page of your proposal submission.

B. Table of Contents.

Include a Table of Contents using Attachment A as a guide.

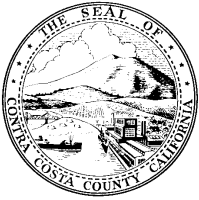
C. Program Narrative.

Agency Overview. (1-2 pages)

1. State your agency's mission and vision and its overall service delivery philosophy. Describe briefly:
 - a. Agency's primary program components and the years in operation.
 - b. Staffing pattern (size, composition, education level).
 - d. Administrative office locations.
 - e. Other locations involved in provision of interpretation and translation services.
 - f. Primary sources of financial support.
 - g. Identify languages interpreted/translated

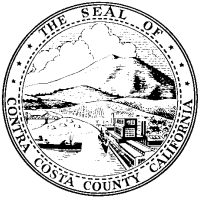
D. Program Proposal (20 - 25 pages.)

1. Program design, methodology, and objectives for each of the EHSD Bureaus listed above, describe the following:
 - a. Interpretation Services. Describe provision of services including number of staff available for the most common languages spoken in Contra Costa County. Describe any



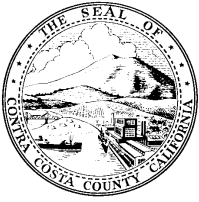
hardware, software, or telephone system enhancement necessary to provide services.

1. Location. Where will the services be provided? (Administrative and satellite locations.)
 2. Rates. Describe rate structure. Include full description of premium rates, if any, for rush services, after hours, weekend and holiday services, or special rates for unusual or difficult languages.
 3. Staff. Describe agency staff and duties. Describe certification of staff to provide interpretation in a legal setting. Describe the process for providing interpretation services for unusual languages or languages for which Contractor does not have staff employ.
- b. In-Person Simultaneous Interpretation. Describe provision of services including number of staff available for the most common languages spoken in Contra Costa County. Describe staff capabilities for translation and interpretation services, audio visual equipment used, and party responsible for furnishing equipment. Describe the process for providing in-person interpretation services for unusual languages or for clients with disabilities or limitations for which Contractor does not have staff employed.
1. Location. Where will the services be provided? (Administrative and satellite locations.)
 2. Rates. Describe rate structure. Include full description of premium rates, if any, for rush services, after hours, weekend and holiday services, or special rates for unusual or difficult languages.
 3. Staff. Describe agency staff and duties. Describe the process for providing interpretation services for unusual languages or languages or for clients with disabilities or limitations for which Contractor does not have staff employed.
- c. Document Translation. Describe document translation process. Identify any special rates for unusual or complicated languages.



1. Location. Where will the services be provided? (Administrative and satellite locations.)
2. Rates. Describe rate structure. Include full description of premium rates, if any, for rush services, after hours, weekend and holiday services, or special rates for unusual or difficult languages.
3. Staff. Describe agency staff and duties. Describe the process for providing interpretation services for unusual languages or languages for which Contractor does not have staff employed.
 - d. Monitoring. Detail your agency's process to monitor program staff providing interpretation and translation services. Specify staff accountability.
 - e. Outcomes. Describe in detail how the success of the service will be determined. List specific outcomes and indicators that measure each service component.
 - f. Coordination. Indicate process to coordinate program services with the EHSD Director of Administration.
2. Start Up and Transition Plan. (2 pages) Provide a start up and transition plan detailing events and timeline from contract award through the first full month of system operations.
3. Cultural Sensitivity (1 page)

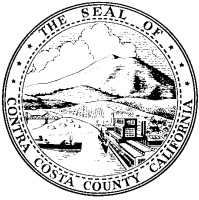
Describe process and strategies to ensure program services are sensitive to and address the needs of the population to be served.
4. Bidder's Experience (2 page)
 - a. Describe your agency's current or past experience in providing interpretation and translation services.
 - b. Indicate staff experience and methodologies to be utilized.
 - c. Describe any relevant aspects of the agency's history that demonstrate capacity to provide the proposed services.



- d. Describe current technologies used by your organization to provide telephone interpretation and in-person simultaneous or consecutive interpretation services
5. Fiscal Management Information Narrative (1 page)
- a. Provide a brief description of your agency's accounting system and internal controls. Include the following as appropriate:
 - 1) Overall system (accrual, double entry, automated, or manual)
 - 2) Timekeeping system
 - 3) Inventory system
 - 4) Payroll system
 - 5) Cost allocation and methodology
 - 6) Ledger distribution for receivables, payables, expenses, disbursements, and petty cash.
 - b. Describe how the fiscal system is administered and by whom. Include the responsibilities of the Board of Directors, Executive Director, staff in fiscal management. Describe the experience and qualification of fiscal staff.
 - c. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
Proposal Review and Selection



PROPOSAL REVIEW AND SELECTION

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection; however, a representative from the responding agency **must** attend the Bidder's Conference and the proposal must pass a fiscal review with a minimum score of 70% to be forwarded for review and evaluation of the program evaluation committee. Proposals will be evaluated in two distinct areas:

- A. Service proposal and bidder's implementation capability.
- B. Fiscal proposal and bidder's fiscal management capability.

Selection Methodology

- A. Only those proposals from respondents who attended the Mandatory Bidder's Conference will be forwarded for review.
- B. The audit or financial statements shall be forwarded to the EHSD Fiscal Department for review and evaluation. Only those proposals receiving a score of seventy percent (70%) on the Fiscal evaluation will be forwarded to the Review Panel for evaluation.
- C. The Review Panel will review all qualified proposals and evaluate and score all service elements utilizing the following evaluation process:
 1. The Review Panel may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Review Panel will be required to sign an impartiality statement.
 - a. The Review Panel will evaluate proposals based on the attached Evaluation Form, page 23.
 - b. EHSD will make recommendations for contract awards to the Board of Supervisors based on a combined average scoring.



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
Evaluation Process



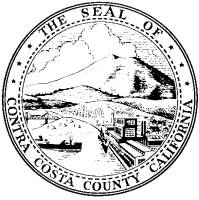
EVALUATION PROCESS

Proposals will be evaluated to a maximum score of 100 points and will be evaluated only on information submitted in the proposals.

<u>Program Evaluation</u>	<u>Points</u>
I. Agency Overview	5
II. Program Proposal	50
<ul style="list-style-type: none">• Services to EHSD Bureaus• Services to Medi-Cal Call Center• Services to Workforce Services• Capability to interpret/translate languages spoken in Contra Costa County• Start Up/Transition Plan• Bidder' Experience	
III. Cultural Sensitivity	5
IV. Bidder's Experience/ Capacity to Provide Services	20
V. The fiscal management staff will evaluate the following information:	
<ul style="list-style-type: none">• Audit or Financial Statement evaluation• Internal Controls/Fiscal Policies and Procedures	10 10
<u>Total Points</u>	<u>100</u>



REQUEST FOR PROPOSAL #1112
Interpretation Translation Services
RFP Requirements



RFP REQUIREMENTS

- A. A **mandatory Bidder's Conference** for interested parties will be held on **November 18, 2009, at 9:00 a.m. to 12:00 p.m.** at Employment and Human Services Department, 40 Douglas Drive, Rm 101-102, Martinez, CA 94553. Only those attending the Bidder's Conference may submit a proposal.
- B. All bidders must submit one (1) original proposal and (9) nine complete copies, with attachments included. Proposals can be mailed or hand-carried to EHSD, 40 Douglas Drive, Martinez, CA 94553. Each submission must be marked on the outside with the agency's name and RFP Number 1112. Deadline for submission is **no later than 5:00 p.m. on December 4, 2009**. Proposals received after the deadline will not be accepted. Faxed submissions, email submissions, and postmarks are not acceptable.
- C. Bidders must include one of the following with the original proposal:
- i. Audit or audited financial statements from audit conducted within 12 months of submitting the proposal, or
 - ii. Review opinion letter written by a certified public accountant within 12 months of submitting the proposal and copies of financial statements for the two consecutive years prior to submitting the proposal, or
 - iii. Compilation letter written by a certified public accountant within 12 months of submitting the proposal and copies of financial statements for the two consecutive years prior to submitting the proposal.
- D. A proposal may be withdrawn in person by the Bidder's authorized representative prior to **12:00 noon, December 4, 2009**. Should a proposal be withdrawn, the Bidder's authorized representative must present a valid driver's license or state issued identification card and sign a receipt attesting to receipt of the withdrawn proposal.
- E. Proposals and required attachments will be submitted in compliance with the RFP requirements and must be signed by the authorized officials.
- F. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by the County.
- G. County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the bidder.



- H. The RFP process may be cancelled at any time without written notice.
- I. Proposals will be reviewed and evaluated based on the agency's service proposal, bidder's implementation capability and the agency's fiscal proposal and fiscal management capability.
- J. EHSD Fiscal staff and Review Panel will evaluate and score all service and fiscal elements and make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified in writing of the recommendations by January 14, 2010. Upon Board approval and contract negotiations, the successful bidder will be awarded a contract.
- K. Only bidders submitting a proposal in accordance with RFP 1112 may appeal the RFP process. Appeals must be submitted in writing. The appeal request must clearly state the area(s) of contention, how the organization was damaged, and actions sought. Appeals must be addressed to the Employment and Human Services Department, Attention: EHSD Director, 40 Douglas Drive, Martinez, CA 94553, and must be received no later than **5:00 p.m., January 29, 2010**. Notification of a final decision on the appeal shall be made in writing to the contesting bidder.

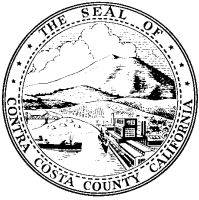


REQUEST FOR PROPOSAL #1097

Interpretation and Translation Services

Attachment A

Required Attachments and Respondent Checklist



Attachment A

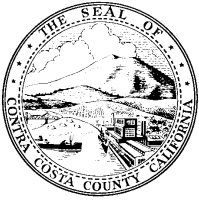
REQUIRED ATTACHMENTS & RESPONDENT CHECKLIST

Each respondent must submit a proposal in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- A. Proposal Cover Statement (Form #1)** attached as cover to each proposal
- B. Table of Contents**
- C. Program Narrative**
- D. Program Proposal**
- E. List of Agency Board of Directors (Form #2)**
- F. Agency Organizational Chart** indicating how proposed project relates with other agency projects and programs.
- G. Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. (Form #3 with original signatures, in blue ink, must accompany original proposal.)
- H. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. (Form #4 with original signatures, in blue ink, must accompany original proposal.)
- I. Fiscal Attachments**
 - a. 1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy.
 - b. 1 copy of bidder's last audit or financial statements, including letter from certified public accountant (CPA), attached to original proposal copy.
- J. Agency Brochure** (as available)
- K. Other Relevant Attachments**



REQUEST FOR PROPOSAL #1097
Interpretation and Translation Services
Attachment B
General Conditions

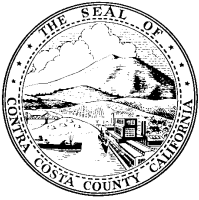


General Conditions

1. Compliance with Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. Inspection Fiscal Review. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by a authorized representative of the County, the State of California, and the United States Government.
3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. Retention of Records. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorize representatives of the County, the State of California, and the United States Government.
 - b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861 (v) (1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representative, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or costs of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deduction from any sum due to Contractor under this Contract, without prejudice to County's rights to recover damages.

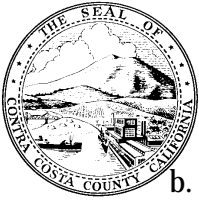
c. Cessation of Funding. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but no limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceed \$100,000, this Contract may be modified or amended only by written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.



b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

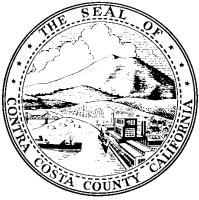
b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approval, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, any combination of these acts, do not relieve Contractor's obligations to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representative of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into contracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its rights to terminate the Contract, Contractor expressly agrees that it will have no recourse or right to appeal under any rules, regulations, ordinances, or laws applicable to employees.



15. **Conflict of Interest.** Contractor covenants that t presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by Contractor. If requested to do so by County, Contractor will complete a “Statement of Economic Interest” form and file it with County and will require any other person doing work under this Contract to complete a “Statement of Economic Interest” form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

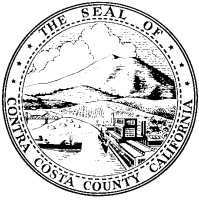
16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of person serviced under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents, and partners, of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its director or control. I requested by County, Contractor will defend any such suites at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any



expenditure, including reasonable attorney's fees and costs. Contractor's obligations under this section exists regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

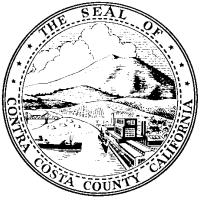
a. Commercial General Liability Insurance. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contract where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material changes of the above specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to



the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

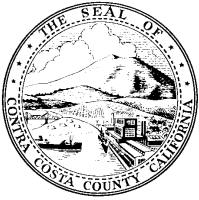
22. Nonrenewal. Contractor understand and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to help possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, na dthe parties do not intend to create, any rights in third parties.

25. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercial produced advertisement designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractor, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.



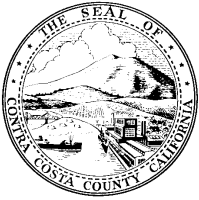
27. Required Audits. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office and Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



REQUEST FOR PROPOSAL #1097
Interpretation and Translation Services
FORM 1
Proposal Cover Statement



FORM 1
PROPOSAL COVER STATEMENT
Interpretation and Translation Services

Applicant Organization _____
Business Address _____

Phone _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes Exemption Expiration Date _____
 no Other (explain): _____

Federal Employer Number: _____

List Collaborative Partners, if applicable:

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposals #1112, and declare that:

If the Board of Supervisors of Contra Costa County accepts this proposal, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

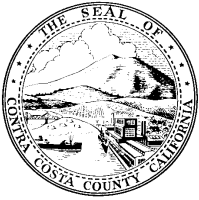
Name: _____

Signature: _____ Date: _____
Board President

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
FORM 2
Current Board of Directors



Form 2
CURRENT BOARD OF DIRECTORS

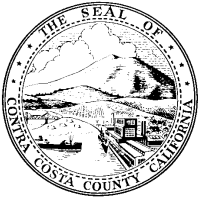
1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
4. List current Board members below (or attach Board List in this format):

Name of Member City of Residence Occupation/Affiliation Board Position

5. Describe key roles and responsibilities of the Board:



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
FORM 3
Bidder's Statement of Qualifications



FORM #3

BIDDER'S STATEMENT OF QUALIFICATIONS

1. List any licenses or certifications held by the agency, with expiration dates.

2 (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm prepares the agency's financial documents?

Name: _____

Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any, and timeframe for each.

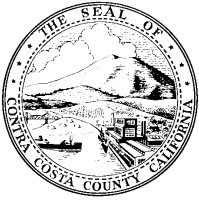
4. Number of years bidder has provided the services described in this proposal or related services. ____

5. Has bidder failed or refused to complete any contract? Yes No

If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes No

If yes, briefly explain.



FORM #3, CONTINUED

7. Does bidder have a controlling interest in any other firm(s)? Yes No

If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP?

Yes No

If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

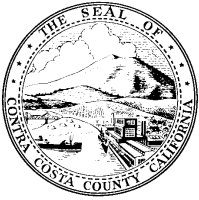
Name and Title
(Executive Director or Board President) _____
Date

Name and Title
(Executive Director or Board President) _____
Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.



REQUEST FOR PROPOSAL #1112
Interpretation and Translation Services
FORM 4
Contracts and Grants



FORM #4

CONTRACTS AND GRANTS

1. List current contracts and subcontracts including government contracts and/or grants:

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
---	---	---------------------------

2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **Sign below.**

Name and Title
(Executive Director or Board President) _____ Date

Name and Title
(Executive Director or Board President) _____ Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.