



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contracts with National Interpreting Services Inc. for  
On-call Interpreter Services for Clackamas County Departments

<b>Purpose/Outcomes</b>	To provide On-call Interpreter Services for Clackamas County
<b>Fiscal Impact</b>	The total contract value is \$1,500,000.00
<b>Funding Source</b>	Various depending on Department Request for Services
<b>Duration</b>	Through June 30, 2023
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Abigail Churchill, Procurement; 503-742-5449

**BACKGROUND:**

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve the Contract with National Interpreting Services Inc. for On-call Interpreter Services for Clackamas County. The remaining three vendors will be submitted at a later date.

Respectfully submitted,

Abigail Churchill  
Procurement and Contract Analyst

Placed on the \_\_\_\_\_ Agenda by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between National Interpreting Service, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: National Interpreting Service, Inc.
Address: 528 Cottage Street, Suite 1C, Salem, OR 97301
Contractor Contract Administrator: Cynthia Anderson
Phone No.: 503-932-8460
Email: office@nationalinterpretingservice.org
MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

National Interpreting Service, Inc.  
528 Cottage Street, Suite 1C  
Salem, OR 97301

Clackamas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

## **SCHEDULE**

Request for Proposals Issued.....	April 24, 2018
Protest of Specifications Deadline.....	May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award

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## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole) –Cape Verde</b>				
<b>Catalan – Andorra, Spain</b>				
<b>Cebuano – Philippines</b>				
<b>Chaldean – Iraq</b>				
<b>Chamorro – Guam</b>				
<b>Chaozhou (Teochew) – China</b>				
<b>Chin – Myanmar (former Burma)</b>				
<b>Chinese (var. languages/dialects) – China</b>				
<b>Chuukese (Trukese) – Micronesia</b>				
<b>Croatian – Croatia</b>				
<b>Czech – Czech Republic</b>				
<b>Danish – Denmark</b>				
<b>Dari (Afgan Farsi) – Afghanistan</b>				
<b>Dene – Canada</b>				
<b>Dewoin – Liberia</b>				
<b>Dinka – Sudan</b>				
<b>Duala – Cameroon</b>				
<b>Dutch – Netherlands</b>				
<b>Egyptian Arabic – Egypt</b>				
<b>Estonian – Estonia</b>				
<b>Filipino (Tagalog) – Philippines</b>				
<b>Finnish – Finland</b>				
<b>Flemish – Belgium</b>				
<b>French – Africa, Canada, France, Tunisia, et al.</b>				
<b>French Creole – Caribbean</b>				
<b>Fukienese – China</b>				
<b>Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal</b>				
<b>Fuzhou – China</b>				
<b>Ga – Ghana</b>				
<b>Gen (Mina) – Togo, Benin</b>				
<b>German – Germany</b>				
<b>Gokana (Khana) – Nigeria</b>				
<b>Greek – Greece</b>				
<b>Gujarati – India</b>				
<b>Haitian Creole – Haiti</b>				
<b>Haka Burmese – Myanmar (former Burma)</b>				
<b>Hmong – China, Vietnam, Laos</b>				
<b>Hungarian – Hungary</b>				
<b>Hakka – China</b>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjobal (Q’anjob’al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa’o, S’gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

---

End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

---

End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**



# Request for Proposal

## Clackamas County

Interpreter Services  
Submitted 05/15/2018

National Interpreting Service, Inc.

P.O. Box 12473

Salem, OR 97309

(503) 932-8460 office

(503) 589-4261 fax

[www.NationalInterpretingService.org](http://www.NationalInterpretingService.org)



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# General Background and Qualification (RFP# 5.2)

## Description of the firm

National Interpreting Service, Inc. provides American Sign Language (ASL) service and strives to provide the most consistent and professional service in the state of Oregon and Southwest Washington. Although the headquarters business office is located in Salem, Oregon, 80% of the interpreters reside and provide services in the Portland, Oregon metro area. With this service County representatives can communicate with individuals who are Deaf, Deaf-Blind, and hard of hearing.

The director of National Interpreting Service, Inc. started as a freelance ASL interpreter more than two decades ago specializing in healthcare interpreting. Filling the need for interpreters to cover short appointments, remote location appointments, as well as after-hours became her mission. The value of always doing business honestly and making an effort to remain professional at all times has been the core value throughout the firm's history. The firm is managed with integrity.

The Director and CEO of NIS, Ms. Cynthia A. Anderson, has taken over 300 hours of healthcare interpreter training and is a licensed Healthcare Interpreter Trainer with program approval from the Oregon Health Authority. She has taken the current spoken language certification model, adapted it for Sign Language Interpreters and had it approved by the Oregon Health authority. She is the only in-state resource for ASL interpreter healthcare certification.

To meet the need of the community, the firm expanded its services. Known as Anderson Interpreting Service for over 15 years, the company incorporated to National Interpreting Service, Inc. in January 2012 as part of the strategic plan to expand as capabilities increased. The company is still owned and directed by Cynthia Anderson.

National Interpreting Service, Inc. has grown to its current level of services which includes an extensive team of certified interpreters statewide, advanced technology resources, and the offering of additional service such as tactile interpreting for Deaf-Blind persons.

In addition, National Interpreting Service, Inc. is proud to be Oregon State Certified in the following categories:

1. Oregon State Certified Woman Owned Business
2. Oregon State Certified Disadvantaged Business Enterprise
3. Oregon State Certified Small Emerging Business

## Credentials

**Certification:** All of the firm's interpreters are nationally certified and credentialed by RID as required by the RFP. These credentials are kept current through the firm's compliance center. Interpreters are required to complete Continuing Education Units (CEU) to maintain certification, required to complete annual HIPAA training, as well as follow all policies and procedures of Clackamas County. Many of the interpreters have also received specialized medical interpreter training as required for Oregon certification and are also certified by the Certification Commission for Healthcare Interpreters (<http://www.cchicertification.org>). National Interpreting Service, Inc. has copies of all staff interpreter and sub-contracting interpreter's credentials and certification on file and can present to Clackamas County upon request.

**Quality:** Because of the importance of assigning qualified interpreters, this firm screens interpreters, mentors newer interpreters, and frequently hosts interpreter workshops and trainings for contract as well as staff interpreters.

**Specialization:** National Interpreting Service, Inc., has over 25 years of experience providing high-quality, in-person ASL interpreting for a wide variety of governmental and healthcare entities. NIS' interpreters have extensive experience in working with all facets of county healthcare systems including Developmental Disabilities, Adult and Family Services, Behavioral Health, Psychiatric Crisis Center, Women, Infant & Children (WIC), court mandated rehabilitation programs, and county government meetings. NIS also regularly provides services for county government, such as board and council meetings, jail meetings, and law enforcement encounters.

**Leadership:** Specializing in the healthcare industry for more than 25 years, the Director and CEO, Cynthia A. Anderson, completed an Interpreter Training Program as well as completing a degree in Psychology from Western Oregon University, has 300+ hours of healthcare interpreter training, and is a licensed Healthcare Interpreter Trainer with program approval by the Oregon Health Authority. Cynthia Anderson is currently nearing completion of a Master of Arts degree from Rochester Institute of the Deaf in ASL Healthcare Interpreting. The extensive experience and credentials of the director allow this firm is able to distinguish interpreter skills and hire only those interpreters who meet the stringent criteria not only of the certification bodies, but also the higher

criteria requiring several years' experience as an interpreter. The following certifications are held by Cynthia Anderson:

<p><b>i. Registry of Interpreters for the Deaf</b></p> <p>- Certified</p> <p>Certificate of Interpreting (CI), and Certificate of Transliteration (CT)</p>
<p><b>ii. National Association of the Deaf</b></p> <p>- Certified</p> <p>NAD Level III</p>
<p><b>iii. Certification Commission for Healthcare Interpreters</b></p> <p>- Certified</p> <p>Core Certified Healthcare Interpreter</p>
<p><b>iv. State of Oregon</b></p> <p>- Certified</p> <p>Certified Healthcare Interpreter</p>
<p><b>v. The Community Interpreter - Licensed Trainer</b></p> <p>Licensed Trainer for Medical Interpreter Training</p> <p>National Interpreting Services' Custom Program Approved by the Oregon Health Authority</p>

## **Providing Similar Services within the past 5 years**

National Interpreting Service, Inc. is the current ASL in-person interpreting provider for several other counties in Oregon with similar needs as Clackamas County. The firm provides service 24/7/365. The firm is well established as the paramount provider and stands well above competing firms in service provision. **In the 2017 calendar year alone, the firm provided over 21,800 hours of ASL interpreting in the state of Oregon. This includes governmental entities, municipalities, and healthcare organizations such as hospitals and clinics. Even with this extraordinary volume, 99.3% of all requests were filled.** This high fill rate is due in part to diligent scheduling, as well as the firm's staffing system.

National Interpreting Service, Inc. is able to supply interpreters for any type of service Clackamas County offers. The interpreters all meet the requirements specified in the RFP and are culturally competent, pleasant, and experienced in the type of assignment each is sent to interpret. The sign language interpreters are skilled at meeting the needs of the Deaf individuals as well as the entity representatives served.

### **Firm's Ability to Meet Requirements in Section 3**

1. National Interpreting Service, Inc. is fully committed to serving the needs of all of the clients. NIS schedulers are in the office from 8:00am to 5:00pm daily. For after-hours emergencies, Clackamas County staff are assured the utmost attention to their needs as phones are answered in person *at all times*. If emergency after-hours assistance is needed, an interpreter will be dispatched immediately. Staffing levels are sufficient to meet the needs for weekend and evening classes as well as night emergencies.
2. National Interpreting Service, Inc. will provide services in all service locations of Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, and Canby as well as the outlying areas such as Sandy and Welches.
3. National Interpreting Service, Inc. is willing to commit to a contract with the term from the effective date through June 30, 2023.
4. National Interpreting Service, Inc. will follow all requirements of the Clackamas County Contract.
5. National Interpreting Service, Inc. is registered with the Secretary of State in Oregon.
6. NIS recognizes and supports federal, state and local legislation such as the Americans with Disability Act (ADA), Title VI of the Civil Rights Act, Section 1557 of the Affordable Care Act (ACA), as well as Oregon's ORS 413 which requires access to effective communication for Deaf, Deaf-Blind and hard of hearing individuals in the healthcare setting. NIS is non-discriminatory and will follow all applicable state and federal regulations.
7. National Interpreting Service, Inc. has extensive hiring requirements. In addition to the strict vetting process, each RID/NAD interpreter must meet the stringent requirements for the firm. These requirements include criminal background check, 12-panel drug screen, annual HIPAA training, BBP training, all CDC recommended immunizations, provide

liability insurance, and CEU completion. Each interpreter has signed a Business Associate Agreement for HIPAA protection.

## **Distinguishing features of the firm**

### Customer Service

National Interpreting Service, Inc. believes that great customer service isn't something that happens *sometimes*. The firm believes that *every* encounter should be positive, successful, and respectful. There is a marked difference in the interpreters sent from NIS. The interpreters arrive on time, are professionally dressed, and skilled. Consistent interpreters provide services, which allows for continuity of care.

### Familiar with Local Deaf Population

National Interpreting Service, Inc. stands out from other firms in that this firm has provided services in the state of Oregon for 30 years. The CEO, as well as the team members, are familiar with the needs of clientele who will be served and are familiar with particular language requirements for many of the deaf individuals in Clackamas County. The benefit to Clackamas County while providing the services requested in this RFP, is that the NIS' contracted and staff interpreters are located throughout Oregon and Southwest Washington to meet the needs of patients anywhere Clackamas County serves.

### Staff Interpreters

Another noteworthy difference that National Interpreting Service, Inc. provides is that most of the interpreter requests are covered by *staff* interpreters instead of freelance contractors. The rationale behind this is that most interpreter firms' contract with the same small pool of local interpreters thereby competing for interpreters' time by trying to be the firm that contacts them first or pays better. The result is that there are not enough interpreters to cover all assignments. Standard billing practices vary widely between freelancers, and firms must charge ad hoc fees that Clackamas County does not allow such as mileage, travel, parking, etc. The best interpreters are in high demand and also expensive, meaning that many assignments are filled by the lesser quality,

more available, and cheaper interpreters. Even if a professional, skilled interpreter is available, some firms may choose a lesser interpreter for an assignment in order to cover expenses and make a profit. Due to the above issues with standard firms' practice, NIS has alleviated that by utilizing the staff model for most coverage.

National Interpreting Service, Inc., utilizes *staff* interpreters covering *all hours* of every day, eliminating the need to rely solely on freelance contractors. NIS can control costs, absorb ad hoc fees and fill nearly 100% of all requests because of this business practice. And, since full-time interpreter positions are rare and coveted, NIS has been able to recruit the best of the best from across the country, with several staff relocating here from as far as Florida for these positions. This creates an environment of happy and loyal employees who in turn go the extra mile to make sure the clients of NIS are well taken care of and more than satisfied with the service received.

#### Certified Deaf Interpreters (CDI)

NIS also has a team of Certified Deaf Interpreters (CDI) who are specialized in many types of language disfluency and are used whenever requested. CDI are utilized for a variety of situations including clinic appointments, hospitalizations and assisted living facilities. These language specialists are a great resource and are another reason the interpreting force at NIS is so effective and different from any other.

#### Matching interpreters to Deaf consumers

National Interpreting Service, Inc. carefully matches interpreters' skills to the assignments requested assuring the highest level of communication between provider and Deaf client.

#### Professionalism

Knowing that the interpreters in the field are an extension of the entire company and NIS core values, interpreters are held to a high standard of professional dress and conduct. It is often said that NIS interpreters are easy to identify, even without their badges due to the utmost adherence to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct Code

[\(https://www.rid.org/ethics/code-of-professional-conduct/\)](https://www.rid.org/ethics/code-of-professional-conduct/), proper business manner and proper business attire.

National Interpreting Service, Inc. requires all interpreters to be nationally certified and have at least 3 years professional interpreting experience. (Most have between 10-20 years' experience. NIS also requires and provides a criminal background check, drug screening, HIPAA and Bloodborne Pathogen training, all CDC required vaccinations and Professional Liability Insurance. All NIS interpreters have a minimum standard of being nationally certified with Registry of Interpreters for the Deaf ([www.rid.org](http://www.rid.org)).

Although licensure is not currently required in Oregon, NIS is supporting the move toward licensure in Oregon to ensure high standards. Although not *required* by current legislation, many of the interpreters are also certified by the State of Oregon. All NIS interpreters are required to follow the national standards published from the National Council on Interpreting in Healthcare (NCIHC)

<http://www.ncihc.org/assets/documents/publications/NCIHC%20National%20Standards%20of%20Practice.pdf>

## **Scope of Work (RFP# 5.3)**

**Exhibit D attached at end of this document**

## **On-site ASL interpreting services**

National Interpreting Service, Inc. specializes in ASL services for deaf individuals. This firm provides everything that is needed in the way of communication assistance related to sign language. The scope includes every facet of the deaf community and is a premier source for provision of on-site ASL interpreting services.

Below is a list of the typical service requests we see from counties throughout Oregon:

- Deaf-Blind/Tactile/Low Vision Interpreting
- Sign Language for individuals with language disfluency
- Sign Language for individuals with low language production, home signs, or gestural
- Sign Language who have mental health issues which impacts language production and reception
- Sign Language for Children
- Sign Language for individuals who have medical conditions which impact language production

## **Project approach to provide services**

**Strategic Plan:** National Interpreting Service, Inc. will work with Clackamas County to determine a feasible, strategic plan of action to meet the needs of Clackamas County.

**Implementation:** Setting up departments and cost centers prior to actual implementation is the approach preferred. Preparation ensures that when Clackamas County representatives call for interpreter service the request for an interpreter is efficient and accurate. This process is quick, and if provided a list of various county departments and/or cost codes, the firm will be able to set up the account prior to the actual contract initiation.

**Scheduling:** National Interpreting Service, Inc. uses custom scheduling software system allows for reporting data specially customized for Clackamas County. This information can be customized to be the most the meaningful to Clackamas County.

**Billing:** National Interpreting Service is able to bill separately for each cost center or department, or combine any number of departments for bulk billing. The billing and account specialist assigned to Clackamas County has experience in setting up customized accounts for other counties in Oregon and can accommodate special billing requirements. NIS will bill as per the schedule preferred by Clackamas County.

**Invoices:** Invoices are emailed and can password protected to ensure complete HIPAA compliance for all cost centers, or for the cost centers that have any relation to medical or healthcare. NIS will follow the direction of Clackamas County for each cost center.

## **Timeline to provide services**

Last Minute Requests: Upon inception of the contract period, the firm will immediately be able to provide services for Clackamas County. The firm is able to accommodate last minute requests including same day requests and “immediate dispatch” in most cases.

No waiting period: There is no waiting period for services to begin.

## **Fees (RFP# 5.4)**

**Completed Fee Schedule, Section 6 is attached at the end of this document.**

Hourly Fee: There is an HOURLY fee for services. All fees are complete and there will not be additional fees such as after-hour, weekend, emergency, specialty certification, holiday, location, travel, or mileage fees.

The hourly fee listed is per interpreter. If an assignment requires a team of interpreters due to the complexity, nature of assignment, or duration, the hourly fee will be assessed for each interpreter for the entire duration of the assignment.

- a. All assignments are booked with a two hour minimum, and thereafter in 15 minute increments.
- b. Assignments cancelled with more than 48 hours' business day notice will not incur fee.

Cancellations: The following fee policy will be in effect regarding cancellations:

Cancellations with less than 48 hours' business day notice will be billed as scheduled.

Client or Provider No Show will be billed as scheduled.

Appointments finishing early will be billed as scheduled.

## References (RFP# 5.5)

National Interpreting Service, Inc. is pleased to introduce Clackamas County to three clients served in high volume on a regular basis. As per the RFP requirements, also included is one client that has newly engaged the firm within the past thirty-six (36) months. Each of the clients will attest to the excellent service provided.

### **Marion County Health & Human Services**

Dwight Bowles, Senior Contract Specialist

[D.Bowles@co.marion.or.us](mailto:D.Bowles@co.marion.or.us)

(503) 361-2795

### **Providence Health & Services**

Oregon Region Quality Management & Medical Staff Services

Jennifer Alvarez, Program Manager; ADA/Linguistic Services

[jennifer.alvarez@providence.org](mailto:jennifer.alvarez@providence.org)

503-215-2147

### **State of Oregon - Department of Human Services**

**Advocacy and Development - Aging and People with Disabilities**

Kelsey Gleeson, Operations and Policy Analyst

[kelsey.gleeson@state.or.us](mailto:kelsey.gleeson@state.or.us)

503-947-5104

# Proposal Certification

Completed Proposal Certification is attached at the end of this document.

# Attached Documents

Exhibit D

Proposal Certification

**Section 6 Rate Schedule  
Exhibit D**

Name of Firm/Individual: National Interpreting Service, Inc.

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? YES

Are you willing to perform third party billing?  Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>	\$105.00			
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				
<b>Chin</b> – <i>Myanmar (former Burma)</i>				
<b>Chinese (var. languages/dialects)</b> – <i>China</i>				
<b>Chuukese (Trukese)</b> – <i>Micronesia</i>				
<b>Croatian</b> – <i>Croatia</i>				
<b>Czech</b> – <i>Czech Republic</i>				
<b>Danish</b> – <i>Denmark</i>				
<b>Dari (Afgan Farsi)</b> – <i>Afghanistan</i>				
<b>Dene</b> – <i>Canada</i>				
<b>Dewoin</b> – <i>Liberia</i>				
<b>Dinka</b> – <i>Sudan</i>				
<b>Duala</b> – <i>Cameroon</i>				
<b>Dutch</b> – <i>Netherlands</i>				
<b>Egyptian Arabic</b> – <i>Egypt</i>				
<b>Estonian</b> – <i>Estonia</i>				
<b>Filipino (Tagalog)</b> – <i>Philippines</i>				
<b>Finnish</b> – <i>Finland</i>				
<b>Flemish</b> – <i>Belgium</i>				
<b>French</b> – <i>Africa, Canada, France, Tunisia, et al.</i>				
<b>French Creole</b> – <i>Caribbean</i>				
<b>Fukienese</b> – <i>China</i>				
<b>Fulani (Fulfulde, Fula)</b> – <i>Cameroon, Niger, Nigeria, Senegal</i>				
<b>Fuzhou</b> – <i>China</i>				
<b>Ga</b> – <i>Ghana</i>				
<b>Gen (Mina)</b> – <i>Togo, Benin</i>				
<b>German</b> – <i>Germany</i>				
<b>Gokana (Khana)</b> – <i>Nigeria</i>				
<b>Greek</b> – <i>Greece</i>				
<b>Gujarati</b> – <i>India</i>				
<b>Haitian Creole</b> – <i>Haiti</i>				
<b>Haka Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Hmong</b> – <i>China, Vietnam, Laos</i>				
<b>Hungarian</b> – <i>Hungary</i>				
<b>Hakka</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i>				
<i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: National Interpreting Service, Inc. an Oregon Corporation  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

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(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number 82079592

Contractor's Authorized Representative

Signature:



Date: 05/15/2018

Name:

Cynthia A. Anderson

Title:

Chief Executive Officer

Firm:

National Interpreting Service, Inc.

Address:

528 Cottage St. Suite 1C

City/State/Zip:

Salem

Phone:

( 503 ) 932-8460

e-mail: Cynthia.Anderson@NationalInterpretingService.org

Fax:

(503) 589-4291

Contract Manager:

Name Cynthia A. Anderson

Title: Chief Executive Officer

Phone number: (503) 932-8460

Email Address: Cynthia.Anderson@NationalInterpretingService.org