



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR QUALIFICATIONS (RFQ)

**SIGN LANGUAGE INTERPRETATION AND
TRANSLITERATION (INT)
SERVICES VENDORS LIST (SVL)
University of Maine System**

RFP # 37-13

ISSUE DATE:
June 3, 2013

RESPONSES SHOULD BE RECEIVED BY:
June 14, 2013

DELIVER RESPONSES TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking applications for the Sign Language Interpretation and Transliteration (INT) Services Vendors List (SVL). This Request for Qualifications (RFQ) describes the University's intent and process by which a vendor may be placed on this list.
- 1.2 Introduction: The objective of this RFQ is to create an on-going list of qualified vendors that can be used by employees across the University of Maine System when obtaining interpreting and transliteration services to facilitate communication access needs for Deaf and Hard of Hearing (HOH) consumers on an as-needed basis. The list is designed to:
- Provide a vendor list of qualified agencies and/or individuals who can provide interpreting services as needed
 - Establish standards including rate of pay for vendors wishing to be on this list

Vendors are cautioned that this is a request for qualifications. The University reserves the unqualified right to reject any and all applications when such rejects are deemed to be in its best interest.

- 1.3 Contract for Services – Employees of the University of Maine System may respond to this RFQ, be included in the list (SVL) and perform work under this contract as long as the employee complies with all applicable laws, rules and regulations, including but not limited to University of Maine System policies on conflict of interest and outside commitment, in effect at the time of the response to the RFQ and the performance of any work under the contract.
- 1.4 Communication with the University: It is the responsibility of the vendor to inquire about any requirement of this RFQ that is not understood. Responses to inquiries, if they change or clarify the RFQ in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFQ. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all vendors to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
hcwells@maine.edu

- 1.5 Costs of Preparation: Vendor assumes all costs of preparation of the response and any presentations necessary to the RFQ process.
- 1.6 Debarment: Submission of a signed response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.7 Understanding: By submitting a response, the vendor agrees and assures that the

specifications are adequate, and the vendor accepts the terms and conditions herein. Any exceptions should be noted in your response.

- 1.8 Confidentiality: The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.
- 1.9 Submission: A **SIGNED** original must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401. As The SVL is to be administered on an on-going basis the June 14, 2013 deadline is a 'soft' date. Responses received after June 14, 2013 will be considered.
- 1.10 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 EFFECTIVE PERIOD:

The SVL shall be administered on an on-going basis with an annual RFQ notification issued prior to the start of a new fiscal year (July 1st). Vendors will receive a letter of confirmation of their inclusion on the list as their applications are reviewed and accepted. All accepted vendors will be required to renew/reaffirm their interest and acknowledgement of the University's terms and conditions not-later-than June 15th of the current fiscal year by reviewing the most current RFQ terms and conditions. Accepted vendors are to submit an updated Services Contract, an updated W-9 form and copy of business license to be on the list the first day of the fiscal year. Applications submitted after June 15th must wait to receive a confirmation letter from the Contract Administrator. The confirmation letter will indicate their effective date of inclusion into the list.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

It is the University's intent to create an ongoing list of qualified interpreters or interpreter services that have the required experience, qualifications, staff, and training to perform the work. The vendor (agency or individual) must be able to provide and/or perform the following:

- 3.1 Must be able to receive another person's words, inflections and intent and simultaneously render them into the visual language of signs using the mode of communication preferred by the consumer.
- 3.2 Must be able to comprehend the signs, inflections and intent of the consumer and simultaneously articulate them.
- 3.3 Must be able to adjust to a broad range of consumer preferences for interpretation and be able to function in a multicultural environment.
- 3.4 Must be able to work irregular, flexible hours including nights and weekends.
- 3.5 Must be able to facilitate communication through the use of sign language and spoken English within social and academic settings including, but not limited to, direct overheard conversations, class instruction, lectures, meetings, tests, seminars, workshops and field trips.
- 3.6 Must maintain confidentiality of all assignment-related information and adhere to the NAD-RID Code of Professional Conduct, <http://www.rid.org/ethics/code/>.

RID Code of Professional Conduct Tenets:

- 3.6.1 Interpreters adhere to standards of confidential communication.
- 3.6.2 Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
- 3.6.3 Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
- 3.6.4 Interpreters demonstrate respect for consumers.

- 3.6.5 Interpreters demonstrate respect for colleagues, interns, and students of the profession.
- 3.6.6 Interpreters maintain ethical business practices.
- 3.6.7 Interpreters engage in professional development.
- 3.7 Must accept assignments using discretion with regard to skill, setting and the individuals involved and functions in a manner appropriate to each interpreted situation, demonstrating professional appearance, conduct and promptness.
- 3.8 Must prepare for demanding course material by reading course materials, learning frequently used vocabulary, and consulting with instructors as needed.

Any course materials provided to the interpreter by a unit of the University (apart from consumables such as workbooks and the like) remain the property of the University and must be returned in a timely manner after the end of the relevant assignment (or series of assignments).
- 3.9 Must be able to team interpret as necessary to maintain the interpreter's physical safety and/or ensure fluent interpretation with minimal errors.
- 3.10 Must maintain license by the State of Maine as a Certified Interpreter/Transliterater or Certified Deaf Interpreter as specified by the Office of Professional and Occupational Regulation,
http://www.maine.gov/pfr/professionallicensing/professions/interpreters/cert_transliterator.htm
- 3.11 Must serve as an authoritative resource to students, parents, the public and the University community regarding interpreting services and providing visual access to Deaf and Hard of Hearing consumers.
- 3.12 Must be able to perform special projects as needed or assigned.
- 3.13 Must be able to adapt to an individual's communication styles.
- 3.14 Deficiencies in the performance of services, such as lack of preparation, ethical violations, a pattern of lateness, cancellations, etc. related to this contract will be documented and submitted to the INT / SVL Contract Administrator who monitors the INT / SVL. All documentation will be kept on file and referenced for future UMS needs assessments. Documented deficiencies may result in the removal of the vendor from the INT / SVL.

SECTION FOUR

4.0 QUALIFICATIONS:

- 4.1 Demonstrated and substantial history of experience in successfully providing the highest quality sign language interpreting and transliterating services to entities whose requirements are similar in size and scope to those of the University.
- 4.2 Sign language interpreters must possess the Maine Certified Interpreter/Transliterater or Certified Deaf Interpreter license as specified by the Office of Professional and Occupational Regulation,
http://www.maine.gov/pfr/professionallicensing/professions/interpreters/cert_transliterator.htm

Prospective vendors must include proof of such certification in their response.

- 4.3 Sign language interpreters must possess excellent interpersonal skills, written and oral communication techniques, organizational skills and be able to work without close supervision.
- 4.4 Vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their response.

SECTION FIVE

5.0 INVOICING:

- 5.1 Contractor invoices will be submitted to the authorized individual of the requesting University office within (30) days from the date of services rendered. Upon receipt the invoice, will be reviewed, verified and submitted for reimbursement. Invoices must include, but are not limited to, the following information:
 - a. Name of Vendor
 - b. Name of the requesting University Office
 - c. Contact information of requesting University Office
 - d. Date of invoice
 - e. Purchase order number
 - f. Invoice number
 - g. Date of completed assignment
 - h. Length of completed assignment
 - i. Hourly rate of pay
 - j. Total mileage for completed assignment if applicable
 - k. Completed assignment description including consumer name, location of event, and, if applicable, any additional charges exceeding original contract amount (e.g. special interpreter qualifications, additional one on one meetings with students, etc.)
 - l. Any irregularities (e.g. late arrival of interpreter, consumer cancels without notification, etc.)
 - m. Total Invoice Amount
- 5.2 Invoicing Information Required for this Vendor List RFQ:
 - a. Hourly Rate of Pay, Monday-Friday 8:00am – 5:00pm
 - b. Hourly Rate of Pay, Evenings and Weekends
 - c. Travel Fees and Prep Fees
 - d. Cancellation Policies
 - e. Inclement Weather Policy (Please note that the university will not pay for official school closings.)
 - f. Interpreter substitution policies

SECTION SIX

6.0 CONTENT:

Respondents shall ensure that all information required herein is submitted. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection or rescission of an award. Respondents are encouraged to provide any additional information describing their abilities

- 6.1 Qualifications: Provide the information required in Section Four above.

- 6.2 Invoicing: Provide the information required in Section 5.2 above.
- 6.3 Affirmation: Respondents should indicate a willingness to enter into a Professional Services Contract (sample attached) with the University and accept payment via purchase order.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES**

This contract entered into this ____ day of _____, _____, by and between the University of Maine System, hereinafter referred to as the "University", and _____, hereinafter referred to as "Contractor".

WHEREAS, the University desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term:** This contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this contract.
3. **Payment:**
 - A. The total of **all** payments made against this contract shall not exceed \$ _____. Any expenses not listed here will not be reimbursed.
 - B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.
 - C. Reimbursement for travel:

_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
 - D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
4. **Termination:** This contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this contract, the University shall have the right to terminate this contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the contract during the notification period.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof. Employees of the University of Maine System may perform work under a contract (resulting from RFQ 37-13) as long as the employee complies with all applicable laws, rules and regulations, including but not limited to University of Maine System policies on conflict of interest and outside commitment in effect at the time of the response to the RFQ and the performance of any work under the contract.
7. **Modification:** This contract may be modified or amended only in a writing signed by both parties.
8. **Assignment:** This contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
9. **Applicable Law:** This contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** The Contract Administrator shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent.
11. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data.
13. **Contract Validity:** In the event one or more clauses of this contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this contract.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venturer of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this contract, and all of the rights pertaining thereto, are the property of the University

and shall be turned over to the University upon request.

16. **Entire Contract:** This contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the contract to the extent and in such detail as shall properly substantiate claims for payment under the contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the contract, makes any statement bearing on the work performed or data collected under this contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** Attachment B, hereby incorporated by reference.

24. Signatures:

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic procurement and it is not approved, valid or effective until such written approval is granted."

BY: _____

Title: Director of Strategic Procurement

Date: _____

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you.

If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: _____

Address (number, street, and apt. or suite no.): _____

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

Individual/Sole Proprietor Business Name, if different from above

Social Security Number _____ - _____ - _____
- or - Business EIN _____ - _____

Partnership EIN _____ - _____

Corporation EIN _____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y N**
2. Corporation providing medical services? **Y N**

Limited Liability Company EIN _____ - _____

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN _____ - _____

Government Entity EIN _____ - _____

Estate or Trust EIN _____ - _____

All other Entities EIN _____ - _____

Part 2 Exemption: If exempt from Form 1099 reporting, check here:
and circle your qualifying exemption reason below

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: _____

Date: _____

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES
INSURANCE REQUIREMENTS**

ATTACHMENT B

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Maine Law)	Required for all personnel

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.