

REQUEST FOR PROPOSALS (RFP)
Interpretation and Translation Services
RFP No. 24559

ATTENTION POTENTIAL
PROPOSERS!

IMPORTANT NOTICE

Responsibility of Each Proposer Participating in the Bidding Process

It is the responsibility of each participating proposer to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or notices of intent to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating proposers by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

<http://www.ous.edu/about/bid>

All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted in accordance with Section 1, Instructions to Proposers and Section 3, Questions or Requests For Clarification/Change.

NO LATE PROPOSALS WILL BE ACCEPTED

Minority, Women, and Emerging Small Businesses

PSU is committed to increasing opportunities for Minority, Women, and Emerging Small Businesses (MWESB). PSU strongly encourages its proposers to use these businesses in providing services and materials for PSU contracts and projects.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

RFP Data

Commodity Title: Interpretation and Translation Services
Buyer: State Board of Higher Education acting by and through
Portland State University (PSU)
Contracts Officer: Paul L. Thomas
Phone/Fax: (503) 725-9841
Email: contract@pdx.edu
Date Issued: February 24, 2014

RFP Proposal Deadline for Receipt by PSU Contracting and Procurement Services

Day/Date: March 7, 2014
Time: Portland State University
Location/Address: Contracting and Procurement Services
(UPS, FED-X, and hand delivery) 1600 SW Fourth Avenue, Suite 260
Portland, OR 97201

Mailing Address (UPSP): Portland State University
Contracting and Procurement Services
PO Box 751 –FAST-CAPS
Portland, OR 97207-0751

Overview

The State Board of Higher Education acting by and through Portland State University (PSU) seeks Proposals from qualified firms to provide Interpretation and Translation Services on an “as needed” basis.

Financial Consideration

The maximum dollar value of any individual contract awarded under this RFP shall not exceed \$2,000,000 and is anticipated to be less than this amount. This amount may be amended at the University’s sole discretion throughout the renewal term(s) of any ensuing contracts.

Cooperative Purchasing

All Oregon University System (OUS) institutions and other public education agencies or institutions may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor’s obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases.

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SCHEDULE OF EVENTS

These dates are for reference only; PSU may change these dates at its discretion. PSU will post any changes to schedule dates on the OUS website: <http://www.ous.edu/about/bid>.

Issue RFP to potential proposers	February 24, 2014
Deadline for proposer inquiries, request for changes or protest of specifications	February 28, 2014
Deadline for PSU to respond to proposer inquiries and/or protest of RFP specifications and/or contract terms and conditions	March 4, 2014
Proposals due*	March 7, 2014
Oral Presentation/Interview (to be determined by PSU)	March 12 – 19, 2014
Evaluation period, ending	March 20, 2014
Anticipated notice(s) of intent to award	March 21, 2014
Deadline to protest award(s)	Seven (7) <u>calendar</u> days <u>after</u> date of intent to award
Anticipated date of contract(s) execution (no later than)	March 31, 2014

*** Proposals must be received by the PSU Contracting and Procurement Services office no later than 3:00 p.m. local time on this date.**

SECTION 1: INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS) and the Administrative Rules of the Oregon University System.

1. **Right to Reject:** PSU reserves the right to cancel this procurement or RFP, and reserves the right to reject any or all Proposals received as a result of this RFP, upon finding that it is in the public interest to do so or for any other reason set forth in this RFP.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of Proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on page 2 of this RFP. Any exception or a concern regarding this RFP, must be raised in writing, which must be received by the deadline date for Requests for Changes listed in the Schedule of Events.

PSU reserves the right to reject Proposals from proposer(s) that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion, pursuant to Sections 16, 17 and 18 below. PSU will consider all protests and requested changes that are timely submitted and, if reasonable and appropriate, amend this RFP.

Envelopes or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Attention: RFP Document Number and title;
- RFP Specification (or Contract Provisions) being questioned; or,
- Request for Change (or Protest); and,
- Date Submitted.

Emailed requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Email subject line must state: RFP Document Number and title.
- The body of the email must state: RFP Specification (or Contract Provisions) being questioned; or, Request for Change (or Protest).

Any questions and inquiries that are not so submitted and identified may not be responded to.

4. **Submittal Location:** All Proposals must be submitted to the PSU Contracting and Procurement Services office identified on Page 2 of this RFP.

5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by the PSU Contracting and Procurement Services office will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their Proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final Proposal. Failure to do so may cause the proposer's Proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer best meets PSU's needs.

Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **four (4) photocopies** of the same pages, which shall be transmitted in a manner so that it is received by the PSU Contracting and Procurement Services office by the RFP Proposals Due date to the location listed on Page 2 of this RFP. The original Proposal shall be marked "ORIGINAL". The Proposal shall contain no pricing information whatsoever. Pricing shall be submitted in a separate package or envelope as detailed below.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the proposer. The person signing the RFP shall initial alterations or erasures in ink. The original Proposal submitted by a proposer must bear an original signature. Failure to submit a Proposal bearing an original signature will result in rejection of the Proposal. No oral, telegraphic, telephone, e-mail or facsimile Proposals will be accepted. Proposals, including pricing, must not be submitted in three ring binders or with any binding that cannot be easily removed. Comb binding or large clips are acceptable. It is also recommended that Proposals be printed on 100% recycled paper. Proposals must not include any tabbing or glossy paper, must be printed two sided, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the Proposal should be included. Proposers must also submit an electronic copy of the complete Proposal on one compact disc ("CD") in Adobe PDF format, and the Pricing Proposal on a separate CD in a Microsoft Excel format. A presentation formatted in Microsoft Power Point will also be accepted. Each CD should be clearly marked with the proposer's company name and identified as "Proposal" and "Pricing Proposal". Proposers must include a cover sheet that identifies the company name, the company's primary and secondary contact person's name for the Proposal, primary and secondary person's email, phone and fax number and company's web address. **PSU, in its sole discretion, may determine that a Proposal is non-responsive if the Proposal and pricing are not submitted as required, including separate CD's, in the required identified format.**

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP Proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal", with the name of the proposer submitting the Proposal clearly identified on each page of the Pricing Proposal. **ONE (1) ORIGINAL** of all Pricing Proposal pages

and **four (4) photocopies** must be submitted. Pricing information must not be included with the rest of the Proposal in any manner whatsoever. **Failure to completely separate pricing from the rest of the Proposal may result in rejection of the Proposal.**

Section 4: Proposal Certification must bear an original signature and be completed and submitted in its entirety. Failure to comply may result in the rejection of the Proposal.

Proposals and pricing information must be received and time-stamped by the PSU Contracting and Procurement Services office (unless otherwise specified) no later than the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their Proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in this RFP. Failure to comply may be grounds for Proposal rejection.

Proposer shall also name its contract administrator, by stating the name, title and phone number of the person who is assigned the responsibility of answering questions and resolving problems for the proposer.

7. **Public Records:** 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, shall be kept by PSU and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data 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, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." 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.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their Proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

8. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Proposal.

Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.

9. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
10. **The Evaluation Process:** All Proposals received by the due date and time will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. The evaluation committee will determine the extent to which the Proposals conform to the specifications set forth herein and will evaluate the Proposals according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those Proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of this RFP. If the Proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those Proposals that do not meet all requirements.
 - b. Proposers may be invited to make an oral presentation and participate in an interview in support of the Proposal. Such presentations/interviews will be made to the evaluation committee. If held, the presentations/interviews will be scheduled.
 - c. The selection of "finalist" proposer(s) will be determined by the evaluation committee independently scoring the Proposals and then combining the scores and pricing information to determine the overall Proposal score.
 - d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Contracting and Procurement Services office.
 - e. The PSU Contracting and Procurement Services office will review the recommendation and approve or reject the evaluation team's selection.
11. **Investigation of References:** PSU reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any Proposal or to reject all Proposals at any time prior to PSU's execution of a contract if proposer's reference checks prove unsatisfactory.
12. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and other facts, whether gained from the proposer's Proposal, question and answer conference, references, demonstrations, or any other

source in the evaluation process.

13. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing.

Following such response, PSU, in its sole discretion may reject the Proposal as provided in the referenced administrative rules.

14. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all Proposals in accordance with the evaluation criteria set forth in this RFP, PSU may rank the Proposals to determine the "finalist" proposer(s). Finalists will be selected based upon the highest-ranked, responsive Proposals from responsible proposers after evaluation of the Proposals according to the evaluation and selection criteria in this RFP and applicable statutes and administrative rules.

PSU reserves the right to select the Proposal(s) based on the evaluation criteria and scores identified in the RFP. PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary PSU Contracting and Procurement Services office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Contracting and Procurement Services office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Contracting and Procurement Services office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and may:

- a. reject the protest(s) and proceed with final evaluation of the apparent successful proposer(s) and, upon a satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; or
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its Proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers; or
- c. reject all Proposals and cancel the procurement.

15. **Best and Final Offer:** Pursuant to OAR 580-061-0155, PSU reserves the right to select the proposer that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.
16. **Negotiation of Final Contract:** PSU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents. Such negotiation may occur at PSU's discretion.
17. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.
18. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of such terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the Proposal. PSU will not consider any terms and conditions that are not submitted with the Proposal.

SECTION 2: SCOPE OF WORK

I. PURPOSE OF THIS RFP

Established in 1946, Portland State University (PSU) is a public university located in downtown Portland, Oregon. More than 2000 international students from nearly 100 different countries attend PSU annually. PSU is requesting Proposals from qualified vendors to provide interpretation and translation services, language assessment, and cultural training, to higher education students, faculty, and staff.

Currently, PSU, through its Disability Resource Center (DRC), has established contracts with Access Services Northwest LLC for sign language interpretation services, and Northwest Classroom Captioning LLC for real-time captioning services, to PSU's deaf and hard of hearing students. PSU intends for these contracts to remain in effect and to be the primary contracts utilized by PSU DRC.

The objective of the contract(s) resulting from this RFP is to provide all PSU departments with the following benefits: after hours and on-demand availability of video remote interpreting services for languages and ASL, expanded range of services for PSU departments requiring interpretation and translation services, lower overall cost for the entire period of the agreement; competitively selected prequalified interpreters; and, flexibility as PSU departments may select services to match specific needs. This RFP may result in multiple contract awards.

II. SERVICE CATEGORIES

Vendors submitting a Proposal may compete in one or more of the following Service Categories:

1. Over the Phone Interpreting (OPI) services for languages.
2. Video Remote Interpreting (VRI) services for languages.
3. Video Remote Interpreting (VRI) services for American Sign Language (ASL).
4. On-Site (In-Person) Interpreting services for languages.
5. Document Translation.
6. Language Assessment and Cultural Training.

III. ATTACHMENTS

The following Attachments are hereby incorporated into this RFP by reference:

- **Attachment A: Services Request Order.** PSU Departments shall request services from the vendor(s) awarded a contract pursuant to this RFP, by submitting to the vendor by email or fax a completed Services Request Order. The vendor shall: (i) issue to each PSU Department requesting services a unique access code; and, (ii) be responsible for remitting invoices to the PSU Department billing address indicated on the Services Request Order and associated with the unique access code.
- **Attachment B: Diversity Matrix.** PSU is committed to diversity within PSU and within our community, and is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses and businesses owned by women and minorities. PSU encourages and supports the development of minority business enterprises, women business enterprises, disadvantaged, veteran owned, and emerging small businesses that meet high quality standards by offering business opportunities. Proposers are required to provide detailed information about

corporate and local company diversity related efforts and programs. Additionally, if your company is an emerging small or disadvantaged business, or a business owned by women, minorities, or veterans please include documentation or, if certified by the State of Oregon, a copy of the certification document. Proposers must provide detailed information regarding your company's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities. Proposers must provide detailed information regarding your company's commitment to supporting workforce diversity within your community. Please include a completed form Attachment B Diversity Matrix with your Proposal.

- **Attachment C: Price Sheet.** Prices for all goods and/or services shall be submitted on Attachment C: Cost Sheet. Prices shall be all inclusive: No price changes, additions, or subsequent qualification will be honored during the course of the contract. All prices must be written in ink or typewritten.
- **Attachment D: Interpreter & Captioner Code of Ethics.** Vendors awarded a contract pursuant to this RFP for Video Remote Interpreting (VRI) services for American Sign Language (ASL) shall be required to fully comply with Attachment D: Interpreter Code of Ethics.

IV. LENGTH OF THE CONTRACT

The initial term of the contract awarded pursuant to this RFP will be for three (3) years, with the option to renew for additional one (1) year terms upon mutual written agreement of the parties. The total term of the contract, including the initial term and all renewal terms shall not exceed five (5) years.

V. SUBMITTAL REQUIREMENTS

All Proposals submitted must follow the format and order as shown below. Failure to submit Proposals as such may result in Proposal rejection.

VI. PROPOSAL EXECUTIVE SUMMARY

Please provide an executive summary of your entire Proposal, highlighting your specific strengths, and how those strengths transfer into value for PSU. At a minimum your executive summary should address the following:

1. What year was your company founded?
2. How many years has the company provided these services?
3. What are the locations of the company corporate office and any satellite offices?
4. Please detail the locations of your call centers and locations of all other parts of your communication system.
5. What technologies are utilized in your interpreter call centers to increase the quality, efficiency and effectiveness of language service delivery?
6. Please provide any white papers or resources which demonstrate your company's leadership in the language services industry.
7. Provide the name, title, and telephone number to contact for your response to this RFP.
8. Provide the name, title, and telephone number of the contact that will be responsible for management of PSU's account.

9. Will any of these services be subcontracted to another company? If so, what percentage (including languages) will be subcontracted? Are these subcontractors based in the US? If not, where?
10. Please describe your quality assurance programs.

VII. REFERENCES

1. Provide a list of three higher education clients. For each client reference provide the name, title, phone number, and address of the individuals to contact. Indicate the number of years you have provided service for each client.

VIII. VRI AND OPI SERVICES

Vendors must address the following in their Proposal:

1. Please describe your ability to provide VRI and OPI services to PSU, including customer service and technical support, seven (7) days per week, twenty-four (24) hours a day.
2. Please describe your company's ease of access to VRI and OPI services, including reliability based on your customer's feedback.
3. Please provide a list of languages available to PSU for VRI and OPI services.
4. Please describe your ability to offer VRI and OPI services at no additional charge for nights, weekends, and holidays.
5. Please describe client's average connection time to access the VRI and OPI services.
6. Please detail the VRI and OPI Interpreter staffing ratios by language.
7. Please describe the qualifications and training of your language interpreters.
8. Please describe what kind of ongoing training your company offers to your staff that provides VRI and OPI services.
9. Please describe any certifications that your language interpreters are required to maintain.
10. Please describe your process and timeline for implementation of VRI and OPI services.

IX. ON-SITE (IN-PERSON) SERVICES

Vendors must address the following in their Proposal:

1. Please describe your ability to provide On-Site (In-Person) interpreting services.
2. Please provide a list of languages available to PSU for On-Site (In-Person) interpreting services.
3. Please describe the qualifications and training of your on-site interpreters.
4. Please describe any certifications that your On-Site interpreters are required to maintain.
5. Please describe what kinds of ongoing training your company offers to your staff of on-site language interpreters.

X. DOCUMENT TRANSLATION SERVICES

Vendors must address the following in their Proposal:

1. Please describe your ability to provide document translation services.
2. Please provide a list of languages available to PSU for document translation services.
3. Please describe the qualifications and training of your written translators.
4. Please describe any certifications that your translators are required to maintain.
5. Please describe what kinds of ongoing training your company offers to your staff of written language translators.

XI. LANGUAGE ASSESSMENT AND CULTURAL TRAINING

Vendors must address the following in their Proposal:

1. Please describe your ability to provide language assessment and cultural training services.
2. Please provide a list of languages available to PSU for language assessment and cultural training services.
3. Please describe the qualifications and training of your language assessment and cultural training staff.
4. Please describe what kinds of ongoing training your company offers to your language assessment and cultural training staff.
5. Please describe any certifications that your language assessment and cultural training staff are required to maintain.

XII. VENDOR COMMUNICATION SYSTEM

Vendors must address the following in their Proposal:

1. Please describe the nature of your company's communication system platform, including security, and video/audio abilities to provide OPI and VRI services via personal computer or equivalent.
2. How many actual minutes of downtime did your communications system experience in the past 12 months and how did it impact service delivery?
3. What is the percentage of uptime your system has had in the past 12 months?
4. How does your company maintain services in the event of a power outage or natural disaster? What if this scenario lasts for several days?
5. Please detail the equipment requirements for PSU to access the VRI and OPI services.
6. Please describe what kind of training your company will offer to PSU staff for no additional charge.
7. Please describe any and all emerging technologies in the language services industry that you think PSU should be aware of.
8. Please describe and provide a sample of your billing and data tracking methods. Please confirm if your system is capable of providing a no-cost monthly report to PSU that includes the following:
 - I. Date and time of request for services
 - II. Name and title of requestor (PSU faculty or staff member).
 - III. Type of service requested/provided.
 - IV. Total charges to PSU for the services provided.
 - V. Response time of the interpreter/translator.
 - VI. If necessary, the reason the service was not provided.

XIII. ASL MANDATORY SERVICE REQUIREMENTS

Vendors shall meet all of the following ASL mandatory service requirements:

1. Interpreters shall adhere to the RID (Registry of Interpreters for the Deaf) Code of Ethics, NAD (National Association of the Deaf) Code of Ethics, or National Court Reporting Association (depending on certification). The full version of these codes of ethics can be found at the following Web sites:

- RID/NAD: http://rid.org/UserFiles/File/NAD_RID_ETHICS.pdf

- NCRA:
<http://www.ncra.org/About/content.cfm?ItemNumber=9430&navItemNumber=583>
2. Confidentiality Policy. Confidentiality is a major concern with PSU students, staff and counselors. Regarding confidentiality, the service provider(s) shall be expected to adhere to the Registry of Interpreters for the Deaf Code of Ethics or the National Association of the Deaf's Code of Ethics or the National Court Reporter's Professional Guidelines for Ethical Behavior. These state that the service provider(s) shall not reveal information about ANY assignment. Even seemingly unimportant information could be damaging in wrong hands.
 3. Service provider(s) shall not discuss their placement with students at PSU with other service providers or other students who are deaf or hard of hearing.
 4. Service provider(s) shall fully comply with Attachment D: Interpreter & Captioner Code of Ethics.

XIV. FERPA AND HIPAA MANDATORY COMPLIANCE REQUIREMENTS

The following provisions shall be incorporated into the contract awarded pursuant this RFP:

1. FERPA. As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Contractor is a "school official" for purposes of FERPA and University's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Contractor in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.
2. Contractor shall be responsible for compliance with all Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") regulations and other such laws and regulations which may govern electronic transmission of protected health information ("PHI"). The confidentiality of (a) medical records and information of the students and (b) academic records of the PSU students will be maintained by the Parties in accordance with applicable federal and state laws and regulations regarding the confidentiality of medical records and information and student records. Contractor agrees to comply with the applicable provisions of the Administrative Simplification section of HIPAA, and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy and security regulations as contained in 45 CFR Parts 160, 162 and 164 (the "Federal Privacy Regulations" and the "Federal Security Regulations"). Contractor will promptly report to PSU any use of disclosure of students Protected Health Information in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations. Nothing in this Section shall require either Party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

XV. SECURITY AND COMPLIANCE

1. What security measures protect PSU and its faculty, staff, and students' information?

2. With which federal laws and other agreements are your interpreters required to be in compliance?

XVI. PRICING AND BILLING EXPECTATIONS

Vendors shall submit their Pricing Proposal using Attachment C: Price Sheet. Price Proposals must be submitted in accordance with RFP Section 1: Instructions to Proposers, #6. Proposal Preparation and Submission. Please consider the following when submitting your response:

1. PSU will not pay for travel time to or from the PSU campus.
2. Pricing presented should include line item detail for all costs.
3. Please detail any and all internet set-up fees including monthly administrative internet fees, license fees, maintenance and support fees, etc.
4. Please detail any and all hardware fees for equipment monthly rental and/or purchase.
5. All other costs, fees, or discounts applicable to the services you are offering to provide.
6. Pricing shall remain firm for the initial term of the contract awarded pursuant to this RFP.
7. Payment of vendor invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. The vendor is responsible for ensuring that the invoice clearly references the associated PSU Purchase Order and that all items on the invoice match those listed in the quote response. PSU will not be responsible for paying any invoices that are not complete and accurate. Vendor payment terms may not require payment in less than 30 days after receipt of invoice by PSU and any payment delinquency terms are subject to the provisions of ORS (Oregon Revised Statute) 293.462.

SECTION 3: EVALUATION CRITERIA

Failure to provide the information requested in SECTION 2: Scope of Work may result in rejection of the respondent's Proposal as non-responsive. Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria:

Evaluation Criteria	Points
Vendor qualifications, including experience with other higher education clients and/or other public entities.	20
Demonstrated ability to provide required services, and overall quality of vendor's Proposal.	20
References.	20
Pricing.	40
Diversity Matrix.	18
*Oral Presentation/Interview.	20
Total Points Possible:	138

***Oral Presentation/Interview.** PSU may request clarification of any Proposal by phone, in writing, or during an in-person presentation or interview. During the presentation or interview, the respondent will not be allowed to make changes to his/her Proposal. The presentation or interview is an opportunity for PSU to seek clarification of items indicated in the quote in order to assist in the evaluation of the quotes. Information presented during the presentation/interview shall be evaluated on the evaluation criteria list above. If PSU determines the Oral Presentation/Interview will not be held, no points will be awarded for the Oral Presentation/Interview criteria.

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

SUBSECTION II: FINANCIAL RESPONSIBILITY

PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer’s financial responsibility to perform the contract. Submission of a signed Proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in Proposal rejection.

PSU may postpone the award or execution of the contract after announcement of the apparent successful proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for Proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, Proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with Proposal submission.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the proposer must sign this Proposal as well as initial any alterations or erasures in ink.

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by the successful proposer and PSU, resulting from this RFP.)

1. **DEFINITIONS:**
"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer."
2. **ACCESS TO RECORDS:**
Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.
3. **AMENDMENTS:**
The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.
4. **APPROVALS:**
No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**
If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.
7. **CAPTIONS:**
The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
8. **CASH DISCOUNT:**
If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
9. **COMPLIANCE WITH APPLICABLE LAW:**
Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
10. **CONFIDENTIAL INFORMATION:**
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("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 the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that 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 of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. FOREIGN CONTRACTOR:

If 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 Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement 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, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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 under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors,

or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. **HOURS OF WORK:**
The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.
21. **INDEPENDENT CONTRACTOR:**
The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.
22. **INSURANCE:**
Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. 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. The Oregon State Board of Higher Education, the Oregon University System, Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.
23. **INSURANCE CERTIFICATION:**
Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.
24. **OWNERSHIP OF WORK PRODUCT:**
All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. 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.
25. **NO THIRD PARTY BENEFICIARIES:**
PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement 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 the agreement.
26. **NONDISCRIMINATION:**
Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
27. **NOTICES AND REPRESENTATIVES:**
All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
28. **PAYMENT:**
Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the

accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. **PAYMENTS REQUIRED:**
For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
30. **PSU PAYMENT OF CONTRACTOR CLAIMS:**
If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any 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.
31. **RECYCLED PRODUCTS:**
Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.
32. **RETIREMENT SYSTEM STATUS:**
Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
33. **SAFETY AND HEALTH REQUIREMENTS:**
Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.
34. **SEVERABILITY:**
If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable 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 agreement did not contain the particular term or provision held to be invalid.
35. **SUCCESSORS IN INTEREST:**
The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
36. **TAX COMPLIANCE CERTIFICATION:**
Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
37. **TAXES – FEDERAL, STATE & LOCAL:**
PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.
38. **TERMINATION:**
 - a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.
 - b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:
 - i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
 - ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor 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.

41. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's Proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

42. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

43. WARRANTIES:

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

ATTACHMENT A

Services Request Order

PSU DEPARTMENT BILLING INFORMATION

PSU Department:	
PSU Department Contact Person Name:	
PSU Department Contact Phone:	
PSU Department Contact Email:	
PSU Department Purchase Order:	
PSU Department Invoicing Address:	
PSU Department Signature and Date:	

SERVICES REQUESTED

Check (✓) all requested services below:

<input type="checkbox"/>	Over the Phone Interpreting (OPI) services for languages
<input type="checkbox"/>	On-Site (In-Person) Interpreting services for languages
<input type="checkbox"/>	Video Remote Interpreting (VRI) services for languages
<input type="checkbox"/>	Video Remote Interpreting (VRI) services for American Sign Language (ASL)
<input type="checkbox"/>	Document Translation
<input type="checkbox"/>	Language Assessment and Cultural Training

ATTACHMENT C

Price Sheet

COMPANY NAME _____

This Price Sheet must be used for the submission of pricing information in response to this RFP. Pricing shall include all cost associated with services your firm proposes to provide. Attach to this Cost Sheet a list of languages available for each service your firm proposes to provide.

- Interpreter pricing shall be entered at a price per hour and shall reflect a "Regular Hours" rate (from 8:00AM to 6:00 Pacific Time, Monday through Friday) and an "After Hours" rate (Saturdays, Sundays, State Holidays and all hours outside of the "Normal Hours").
- Translation pricing shall be priced by the word.
- Over the Phone Interpreting and Video Remote Interpreting shall be priced by the minute.
- On-Site (In-Person) Interpreting shall be priced by the hour.

Service Categories	Flat Rate \$/24 hours a day, 7 days per week	Flat Rate \$/Regular Hours	Flat Rate \$/After Hours	Minimums
Over the Phone Interpreting for spoken languages	\$_____per minute	Not Applicable	Not Applicable	State all applicable service minimum charges.
Video Remote Interpretation for spoken languages	\$_____per minute	Not Applicable	Not Applicable	State all applicable service minimum charges.
Video Remote Interpretation for ASL	\$_____per minute	Not Applicable	Not Applicable	State all applicable service minimum charges.
On-Site (In-Person) Interpreting services for spoken languages	Not Applicable	\$_____per hour	\$_____per hour	State all applicable service minimum charges.
Document Translation	\$_____per word	Not Applicable	Not Applicable	State all applicable service minimum charges.
Language Assessment and Cultural Training	Not Applicable	\$_____per hour	\$_____per hour	State all applicable service minimum charges.

Include in the Services and Fees table below any all fees applicable to the services you propose to provide, including but not limited to, account set-up fees, internet set-up fees, monthly administrative fees, license fees, maintenance and support fees, hardware fees, report fees, agent assistance fees, etc.

Services and Fees	Flat Rate \$
List here all other costs, fees, and charges applicable to the services your firm proposes to provide.	

ATTACHMENT D

Interpreter & Captioner Code of Ethics

The full version of these codes of ethics can be found at the following Web sites:

NCRA: <http://ncraonline.org/NCRA/codeofethics/>

RID/NAD: http://rid.org/UserFiles/File/NAD_RID_ETHICS.pdf

1. Registry of Interpreters for the Deaf – Code of Ethics

- Interpreters/transliterators shall keep all assignment-related information strictly confidential.
- Interpreters/transliterators shall render the message faithfully, always conveying the content and spirit of the speaker using the language most readily understood by the person(s) whom they serve.
- Interpreters/transliterators shall not counsel, advise, or interject personal opinions.
- Interpreters/transliterators accept assignments using discretion with regard to skill, setting, and the consumers involved.
- Interpreters/transliterators shall request compensation for services in a professional and judicious manner.
- Interpreters/transliterators shall function in a manner appropriate to the situation.
- Interpreters/transliterators shall strive to further knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues, and reading of current literature in the field.
- Interpreters/transliterators, by virtue of membership or certification by the RID, Inc., shall strive to maintain high professional standards in compliance with the Code of Ethics.

2. National Association of the Deaf – Code of Ethics

- All information in any interpreting assignment is to be kept in strictest confidentiality.
- Interpreting services shall always be competent, impartial and professional.
- Messages shall be rendered faithfully, always conveying the content and spirit of the communication.
- In accepting assignments, discretion based on skill, setting and the consumers involved must be used.
- Counseling or injecting personal opinion is never permitted.
- Information on the role and appropriate use of interpreting services shall be provided to the consumers when necessary.
- Professional judgment should be exercised in assessing whether communication is being understood.

- Information on available resources as appropriate should be provided.
- Compensation for services should be pursued in a professional manner.
- Further knowledge, increased competency, and maintenance of standards should be pursued.

3. Professional Guidelines, National Court Reporting Association:

Real-time Captioning provider in a non-legal setting performs real time translation as an aid to communication for people who are deaf or hard-of-hearing. Common sense and professional courtesy should guide the Member in applying the following Guidelines. In providing CART (Communications Access Real Time) service, a Member should:

- Accept assignments using discretion with regard to skill, setting, and the consumers involved, and accurately represent the provider's qualifications for CART.
- Establish a clear understanding of:
 - Who is hiring the CART provider;
 - whether an electronic file of the roughly edited text with disclaimer is to be preserved;
 - if yes, whether all participants have been informed that an electronic file of the roughly edited text with disclaimer will be preserved; and
 - who is entitled to receive a copy of the electronic file.
- Acquire, when possible, information or materials in advance to prepare a job dictionary.
- Know the software and hardware system used and be able to do simple troubleshooting.
- Strive to achieve, as nearly verbatim as possible, 100% accuracy at all times.
- Include in the real time display the identification, content, and spirit of the speaker, as well as environmental sounds.
- Refrain from counseling, advising, or interjecting personal opinions except as required to accomplish the task at hand.
- Cooperate with all parties to ensure that effective communication is taking place.
- In confidential non-legal settings (i.e., medical discussions, support groups), delete all files immediately after the assignment unless otherwise requested not to do so.
- Preserve the privacy of a consumer's personal information.
- Familiarize oneself with the provisions of NCRA's (National Court Reporters Association) "The CART Provider's Manual," these Guidelines, and any updates thereto.
- Keep abreast of current trends, laws, literature, and technological advances relating to CART.

Confidentiality Policy

Breach of Confidentiality may be grounds for termination of the Agreement.

Confidentiality is a major concern with students, staff and counselors. Regarding confidentiality, you are expected to adhere to the Registry of Interpreters for the Deaf Code of Ethics or the National Association of the Deaf's Code of Ethics or the National Court Reporter's Professional Guidelines for

Ethical Behavior. These state that you shall not reveal information about ANY assignment. Even seemingly unimportant information could be damaging in wrong hands.

If a problem arises between a service provider and any person involved in the assignment, the service provider should first discuss it with the person involved. If no solution can be reached, then both parties should contact the Interpreting/Captioning Coordinator (503.725.4178 or drcterp@pdx.edu) or DRC Director, Polly Livingston (503.725.5202 or polly@pdx.edu).

Each service provider will sign a Confidentiality Statement, a condition of contract award.

Service providers should not discuss their placement with students at PSU with other service providers or other students who are deaf or hard of hearing.

END OF REQUEST FOR PROPOSALS