

**REQUEST FOR PROPOSALS FOR PROVIDING
SIGN LANGUAGE INTERPRETING SERVICES**

MINNESOTA STATE LEGISLATURE

Calendar Years 2015-2016

REQUEST FOR PROPOSALS

PROVIDING SIGN LANGUAGE INTERPRETING SERVICES

Solicitor: Minnesota Legislative Coordinating Commission (LCC)

Deadline for Receipt of Proposals: Proposals must be received by the LCC by **4:00 p.m. Thursday October 23, 2014**. Late proposals may not be accepted.

Proposal method: Proposals may be submitted in writing, by fax or electronically by email. E-mail submissions are preferred.

Deliver Proposals to: Attn: Proposal for Providing Sign Language Interpreting Services
Minnesota Legislative Coordinating Commission
72 State Office Building
100 Rev Dr. Martin Luther King Jr. Blvd
Saint Paul, Minnesota 55155
Fax: (651) 297-3697
Email: diane.henry@lcc.leg.mn

Contact Person: Diane Henry-Wangenstein
Minnesota Legislative Coordinating Commission
72 State Office Building
Saint Paul, Minnesota 55155
(651) 296-1121 (voice)
diane.henry@lcc.leg.mn

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REQUEST FOR PROPOSAL FOR PROVIDING SIGN LANGUAGE INTERPRETIVE SERVICES

The Legislative Coordinating Commission (LCC) of the Minnesota Legislature is requesting proposals to contract for sign language interpreter services to ensure that needed services are available in the metro area during calendar years 2015 and 2016. The contractors will provide sign language interpreting of legislative hearings, meetings with legislators and their staff, and floor sessions of the House of Representatives and the Senate. The metro area is defined as the seven county area surrounding Minneapolis – St. Paul. The LCC is also requesting proposals to provide sign language interpreter services in Greater Minnesota for meetings with members of the legislature for calendar years 2015 and 2016. Greater Minnesota is defined as the remaining 80 state counties outside the seven county area surrounding Minneapolis-St. Paul. Proposals may be submitted to meet either or both requirements.

The contract(s) must satisfy all interpreting service requests submitted in the metro area, and/or all requests submitted in greater Minnesota outside the seven county metro area. Upon receipt and evaluation of qualified proposals, the LCC will negotiate the specific terms of the contract(s). Experience suggests that the majority of the sign language interpreting services will be performed during session in the metro area. The services are to be performed in accordance with the enclosed specifications and general conditions.

INTRODUCTION & BACKGROUND

The Minnesota Legislature consists of the House of Representatives, Senate, and Joint Legislative Offices and Commissions. The Legislature will meet in session from January 6, 2015, through approximately May 18, 2015, and reconvene in mid-February 2016 through approximately May 23, 2016. Each week of session, there are multiple committee hearings on proposed legislation, which are open to the public. Committee hearings might also be held during interims between sessions. In addition, both the House and Senate meet in floor sessions at least twice a week in the beginning of a session and can meet as frequently as every day of the week (M-F) after the approximate midpoint of the legislative session. The House or Senate may occasionally meet as well during evenings and/or on weekends depending on business needs. Legislators also meet with constituents and interested parties in their Capitol offices and in their respective home districts to discuss legislative issues.

SERVICES DELIVERABLES & DESIRED CONTRACTOR QUALIFICATIONS

The LCC is seeking to contract with an individual(s) or organization to provide sign language interpreter services for deaf, deafblind and hard of hearing individuals in accordance with the following criteria:

- 1.) The contract for services in the metro area will commence January 1, 2015, and end December 31, 2016. The contract for greater Minnesota services will commence on January 1, 2015, and end December 31, 2016. A proposal may be submitted to meet either or both contract requirements. The contractor agrees to provide necessary services

during these time periods.

- 2.) The contractor agrees to provide interpreting services via interpreters who are trained in the structure of American Sign Language who can translate from spoken English into American Sign Language and from American Sign Language into spoken English. The interpreters must: a) have completed a formal interpreter training program; b) have appropriate training and experience in interpreting in a complex environment; and c) hold certification and be in good standing with the Registry of Interpreters for the Deaf (RID) or the National Association of the Deaf (NAD).
- 3.) The contractor may subcontract with interpreters to provide necessary services with the prior written consent of the LCC. All interpreters used as subcontractors must meet the qualifications listed in item #2 above.
- 4.) If the contractor wishes to submit a proposal for interpreting services in the metro area, the contractor must include in the proposal a plan which details how services will be provided during the legislative session. The contractor proposal must detail service request notice requirements, how services will be billed, how services will be provided, and what training, if any, will be administered during the time period agreed upon in item #1. The legislative schedule is variable and sometimes unpredictable. Each week during the legislative session there can be anywhere from a few to several dozen committee meetings held by various House and Senate committees. All are open to the public. Even though specific committees have regular meeting times, meetings can be, and often are, changed or canceled depending on other legislative business. Several meetings may be held simultaneously in hearing rooms located in the Capitol and State Office Building. Committee meetings are generally scheduled during normal working hours (8 a.m. to 5 p.m.) but meetings may also be held in the evening. Hearings typically run from two hours to five hours or more. In addition to committee meetings, the contractor must also be able to respond to requests for private meetings between members and constituents and for floor sessions of the House and the Senate. Prior to providing interpreting services, the contractor must determine if the service request received meets one of the stated qualifying legislative criteria.
- 5.) If the contractor wishes to submit a proposal for services in Greater Minnesota, the contractor must include in their proposal a plan detailing how services will be provided to meet the needs of Greater Minnesota. The plan should include service request notice requirements, how services will be billed, how services will be provided, and what training, if any, will be administered during the time period agreed upon in #1.
- 6.) The contractor agrees to issue a written report to the LCC within four weeks after December 31, 2016 which will describe the services provided during the previous two year period. In this report, the contractor will document all services requested and provided, describe any problems, and make recommendations for improving the delivery of interpreter services for deaf, deafblind and hard of hearing individuals.

REQUIRED CONTENTS OF PROPOSAL

The proposal must state or include:

- a.) A description of the contractor's experience in providing these services.
- b.) A description of the contractor's knowledge or experience with the legislative process, if any.
- c.) If the proposal is for only the metro area; only for greater Minnesota; or both.
- d.) The contractor's hourly rates and other charges, terms and/or conditions for the services provided.
- e.) Include no less than two professional references to which the contractor has provided services. The LCC may contact the references to verify the extent and the quality of services provided.
- f.) And must address all other matters required by the above specifications to be in the proposal.
- g.) In addition, the proposal must address the following questions, to the extent they are relevant to the services the contractor is proposing to provide:
 - i. How will the contractor ensure that a service request received match the criteria of qualifying legislative requests? Qualifying legislative request criteria are detailed in section #4 of this request for proposal.
 - ii. If the contractor receives requests for interpreter services for several different meetings that are held at the same time, how will the contractor manage these requests?
 - iii. How much notice will the contractor require in order to provide requested services?
 - iv. How will emergency/last minute requests be handled? Will interpreters be on call? If so, how will that be defined? What is the fee schedule for these services?
 - v. What kind of daily log format will be used to document requests of both assignments that are filled and those that go unfilled?
 - vi. The House and Senate have 201 members, several committees, subcommittees, and legislative commissions. How does the contractor propose to coordinate services among these entities? How does the contractor want service requests to be received from these entities?
 - vii. If the proposal submission is for Greater Minnesota area, how will the contractor provide services for meetings/hearings in greater Minnesota? How will the contractor ensure that the proper training requirements, as specified in section #2, are satisfied by the interpreters that will be providing services to greater Minnesota?

CONSIDERATION OF PROPOSALS

The LCC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LCC will not necessarily select the proposals that offer the lowest price; the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCC deems relevant. General terms and conditions specified in this Request for Proposals beginning on page 7 must be included in contract.

PROPOSALS DUE

Proposals must be received in our office by **Thursday October 23, 2014 at 4:00 pm.** Late applications may not be accepted. Faxed proposals may be submitted to 651-297-3697. Electronic submissions are encouraged and can be e-mailed to the address below. Proposals are to be submitted to:

Diane Henry-Wangenstein
Assistant Director
Legislative Coordinating Commission
Room 72 State Office Building
St. Paul, MN 55155
(651) 296-1121 (voice)
diane.henry@lcc.leg.mn

GENERAL TERMS & CONDITIONS

A. “LCC” means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCC is the Chair of the Legislative Coordinating Commission or the Director of the Legislative Coordinating Commission.

B. The LCC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

C. Proposals will be received and considered in accordance with Minnesota Statutes 2013, Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 12, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

D. The LCC reserves the right to require a consultant to make an oral presentation of its proposal to the LCC to permit a better understanding of the specifics of a consultant's proposal.

E. The LCC is not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

F. Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LCC's authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

G. All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

H. In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LCC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

I. If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

- (a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by

Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

J. As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

K. The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent the LCC.

L. Work must begin within the timeframe set in the signed contract between LCC, and the consultant.

M. This contract may be terminated by the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCC. The LCC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.

- N.** Contractor may not assign, transfer or subcontract any rights or obligations under this contract without prior written consent of the LCC.
- O.** This contract will be interpreted under the law of the State of Minnesota. Any action relating to this contract must be instituted and prosecuted in the district court in Ramsey County, Minnesota, and each party to the contract waives the right to change of venue.
- P.** Payment will be made upon the terms agreed upon in the contract.