

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

In-Person Foreign Language Interpretation Services

RFP NHES 2024-03

SECTION 1 – Overview and Schedule

A. Goal of this procurement/Business needs:

New Hampshire Department of Employment Security, (“NHES” or “Agency,”) is seeking proposals from qualified vendors to provide in-person Foreign Language Interpretation and related translation services at its offices Statewide. These services are needed in order to ensure that the Department’s limited English proficient (LEP) customers are able to obtain access to available programs and benefits without barriers and are afforded due process in adjudicatory proceedings. The successful Vendor will demonstrate the capacity to provide in-person foreign language interpretation and translation services using qualified personnel in the target languages identified in Section 2 within the applicable time constraints.

The resulting contract will be Not to Exceed for the term of three (3) years from the date of approval of the Governor and Executive Council. The contract term may be extended by an additional term of one (1) year at the sole option of the Agency, subject to the parties’ prior written agreement and required governmental approvals including Governor and Executive Council.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	4/9/2024	12:00 PM
Vendor Inquiry Period Ends	4/19/2024	5:00 PM
Final Agency Responses to Inquiries	4/26/2024	5:00 PM
Proposal Due	5/10/2024	4:30 PM
Estimate Timeframe for Oral Presentations and Interviews (if applicable)		TBD
Estimated Notification of Selection		TBD

C. Description of Agency or Program issuing the Request for Proposals

NHES administers unemployment compensation benefits and oversees programs designed to assist unemployed individuals in seeking and finding gainful employment. NHES is soliciting Proposals from qualified Vendors for in-person foreign language interpretation services to ensure equal, effective, and meaningful access to NHES’ Unemployment Insurance (UI) Program and its benefits, services, and information. In its delivery of services, NHES strives to ensure that information about UI benefit processes is accessible to all claimants, including those with limited English proficiency (LEP). NHES is seeking to enter into a three-year, non-exclusive contract for in-person foreign language interpretation and associated translation services performed by

trained and competent personnel to provide effective communication and ensure equal program access to individuals with limited English proficiency.

D. Vendor Instructions

Interested vendors must read the entire RFP and submit the required documents in the manner specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

SECTION 2 – Requirements and Scope of Work

The project will consist of performing all work, and providing all labor, materials, tools, equipment, and transportation necessary to provide in-person interpretation in the target languages through any and all requested phases of a claimant’s interaction with NHES. In some cases, associated written/document translation may also be requested. In-person written/document translation services will be utilized strictly on an as-needed basis, with no minimum amount of work guaranteed under any contract resulting from this RFP. Language interpretation and associated written/document translation should be conducted so as to faithfully and accurately convey the meaning of the source language. Interpretations should reflect the style, register, and cultural context of the source message without omissions, additions, or embellishments.

A. Foreign Language Interpretation Services will include the following:

1. Provide face-to-face interpretation (from English to another language or vice versa) for NHES’ LEP customers in a professional manner.
2. Customarily, on-site services will be required during the work week between the hours of 8:00 a.m. and 4:30 p.m., not including travel.
3. Ensure interpreters are professionally trained, with a verified level of fluency in the specified target languages.
4. Face-to-face interpretation services shall be provided in NHES facilities in up to twelve (12) locations statewide. NHES facilities include the following:

NHES OFFICE	CONTACT PERSON	TELEPHONE
151 Pleasant Street Berlin, NH 03570-0159	Diana Berthiaume, Manager	(603) 752-5500
17 Water Street Claremont, NH 03743-2261	Rose Brooke, Manager	(603) 543-3111

45 South Fruit Street Concord, NH 03301-4857	Jorge Archundia, Manager	(603) 228-4100
518 White Mountain Highway Conway, NH 03818	Scott Koblich, Manager	(603) 447-5924
426 Union Avenue, Suite 3 Laconia, NH 03246-2894	Jorge Archundia, Manager	(603) 524-3960
149 Emerald Street, Suite Y Keene, NH 03431	Robert Campbell, Manager	(603) 352-1904
646 Union Street Littleton, NH 03561	Martijn Mosselman, Manager	(603) 444-2971
300 Hanover Street Manchester, NH 03104	Kevin Myers, Manager	(603) 627-7841
6 Townsend West Nashua, NH 03060-3285	Karen Desrosiers-Hogan, Manager	(603) 882-5177
2000 Lafayette Road Portsmouth, NH 03801-5673	Cindy Noble-Hanson, Manager	(603) 436-3702
29 South Broadway Salem, NH 03079-3026	Melanie Axelson, Manager	(603) 893-9185
6 Marsh Brook Drive Somersworth, NH 03878-3878	Catherine Gordon, Manager	(603) 742-3600

B. Foreign Language Written/Document Translation Services are being sought as an enhancement to the Interpreter Services in this RFP and not as a stand-alone service, and may include the following:

1. Provide written/document translation services (from English to another language or vice versa) for LEP clients.
2. Translation services shall be provided at the Contractor's work site or in other locations as mutually agreed.
3. Provide document translations for use in an electronic format.
4. Work with NHES to maintain accurate documentation of English and second language translations in an archive format.

5. Transfer translations electronically in a secure format.

C. For both interpretation and translation services, the Contractor shall ensure that language interpretation and translation services are technically correct and culturally proper.

D. Contractor shall be able to deliver language interpretation services on-site within one (1) to three (3) days (72 hours) after receiving a request from NHES.

E. Contractor shall be able to provide translation of documents and other written materials on-site within one (1) to four (4) days (96 hours) after receiving a request from NHES, assuming that the records to be translated are not voluminous.

In NHES' experience, in-person foreign language interpreter services have been used most frequently to assist claimants applying for unemployment benefits and/or seeking reemployment services at one of NHES' twelve (12) Local Offices. Interpreter services may be used when claimants require in-person assistance at administrative hearings regarding benefits. In-person foreign language interpretation is also used from time to time in other phases of interaction, including but not limited to, individual and group meetings such as Benefits Rights Interviews (BRIs), Rapid Response meetings held in cases of mass layoffs, investigation interviews, and individual intensive reemployment services and workshops.

Historically, the most frequent requests for in-person interpreter services have been for Spanish-speaking interpreters (Latin-American Spanish). However, qualified interpreters will be needed for a range of additional languages, including but not limited to the following languages: Portuguese, Chinese, Mandarin, Cantonese, French, Haitian, Korean, Vietnamese, Armenian, Cambodian, Bosnian, Arabic, Farsi, Bhutanese, Kinyarwanda, and Swahili. In order to facilitate review of competing cost proposals, NHES will only evaluate the comparative cost of its five most frequently requested languages, which are Spanish, Vietnamese, Bosnian, Arabic, and Chinese.

SECTION 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The Agency reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the Agency decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The Agency will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

In addition to the Standard Terms and Conditions found in the P-37 contract, Vendor must agree to the following terms and conditions:

TERMINATION

Section 9.1 of Form P-37, General Provisions, is amended as follows:

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

NH CERTIFICATE OF GOOD STANDING

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

DAVIS-BACON ACT (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair

(including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

AMERICANS WITH DISABILITIES ACT

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

DAMAGE (if applicable)

Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

PAYMENT BOND/MILLER ACT (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

The terms of this RFP and the selected vendor’s Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor’s Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a vendor believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

SECTION 4 –Request for Proposal Process

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

Erik Bal, Counsel Erik.P.Bal@nhes.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Agency Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor's name, telephone number, and e-mail address.

The Agency will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to P37, the Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

SECTION 5 – RFP Terms and Conditions

A. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost

By submitting a proposal, a vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

C. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

D. RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

E. Non-Collusion

The vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

F. Property of the Agency

All material received in response to this RFP shall become the property of the Agency and will not be returned to the vendor. Upon contract award, the Agency reserves the right to use any information presented in any Proposal.

G. Proposal Confidentiality

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A vendor's disclosure or distribution of Proposals other than to the Agency may be grounds for disqualification.

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

I. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services, the Agency will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

J. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a contract. The Agency reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

K. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

L. Challenges to Identification of Selected Vendor

Within 5 business days of the Agency's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the vendor believes the agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. The agency will respond to the request within 5 business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The Agency will evaluate each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	75
1. Relevant Experience/Overall Qualifications	25
2. Vendor Team and Quality Control	25
3. Reference from clients for whom interpreter services have been performed, with 5 points reserved for public sector client references	20 plus 5
PRICE PROPOSAL MAXIMUM POINTS	30
TOTAL MAXIMUM POINTS	100

The Agency will select a vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

If the Agency, decides to make an award based on these evaluations, the Agency will notify the selected vendor(s). Should the Agency be unable to reach agreement with the selected vendor(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred vendor and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

B. Planned Evaluations Steps

The Agency plans to use the following process:

- Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Step 2. Preliminary evaluation of the Technical Proposals;
- Step 3. Final Scoring of Technical Proposals;
- Step 4. Price Proposals review;
- Final Selection: Select the highest scoring vendor(s) and begin contract execution.

C. Step 1: Initial Screening

The Agency will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Step 2: Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical

proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: Final Technical Scoring of Proposals

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each technical proposal.

F. Step 4: Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The vendor's price proposal will be allocated a maximum potential score of 30 points. Vendors are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

The following formula will be used to assign points for costs:

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a vendor who has scored above the minimum necessary for consideration on the Technical Score.

G. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the vendor can offer. There will be no best and final offer procedure.

H. Final Selection

The Agency will conduct a final selection based on the final evaluation of the proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the selected vendor(s).

I. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- Reject any and all proposals at any time; and

- Open contract discussions with the second highest scoring vendor and so on, if the Agency is unable to reach an agreement on contract terms with the higher scoring vendor(s).

SECTION 7 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received no later than the Proposal Due Date specified in the Schedule of Events, herein.

Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted and will be returned to the vendors unopened. Delivery of the Proposals shall be at the vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated below. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the vendor's responsibility.

Proposals must include one electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

Vendor shall submit *both* Physical Proposals **and** Electronic Proposals as described below:

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP: RFP NHES 2024-03 In-person Foreign Language Interpretation Services

Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE

New Hampshire Employment Security

45 South Fruit Street, Concord, NH 03301

Physical Submissions shall include one (1) original and two (2) clearly identified copies of the Proposal including required attachments

Electronic Proposals

Electronic Proposals must be addressed to:

TO: Erik Bal, Counsel Erik.P.Bal@nhes.nh.gov

CC: Karen Levchuk, General Counsel Karen.A.Levchuk@nhes.nh.gov

Subject line must include: RESPONSE TO RFP NHES 2024-03 In-person Foreign Language Interpretation

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

SECTION 8 – Proposal Content and Requirements

Proposals shall follow the below format and provide the required information set forth below:

A. Cover Letter. The Proposer must prepare a cover letter printed on the Proposer’s business letterhead to accompany its proposal and include or attach the required information that follows. The letter must be signed by an individual who is authorized to bind the organization to all statements, including services and prices, contained in the proposal. The cover letter must also state who the proposed prime contractor is, identify any proposed subcontractors, and provide the Proposer’s point of contact. The following information must be included in the cover letter: the Proposer’s business name, address, telephone/fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required to be provided *before finalizing a contract*. Information requested at Subpart B, C, D, E, and F must be provided in the Proposal.

B. Proposer’s Representative. Provide the name, title, address, telephone number, and e-mail address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.

C. Business Description. Provide a short narrative description of the Proposer’s organization and nature of work performed by the organization. The description must include the total number of years in business and number of years providing foreign language interpreter services similar to those requested in this RFP.

D. Experience. Proposer should include proposal the following information in the proposal:

- i. The approximate amount of business it received (based on dollar value) in the past year for providing interpreter services in the target languages listed above;
- ii. A description of its experience in the area of foreign language interpretation, including any experience interpreting/translating legal terminology and concepts

from English into the specified target languages for Proposer's customers, and identify any public sector customers; and

- iii. A statement of Proposer's ability and commitment to meet the scope and availability requirements as described in Section III above.

E. Staffing. For each key staff member: provide a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

E Quality of Work and Quality Assurance. Proposer should include the following information regarding its work quality and quality assurance process:

- i. A list of key personnel who will manage the services provided. This list must identify a team leader and describe his/her experience in this capacity as well as this individual's experience in providing language interpretation services;
- ii. A description of the proposed project and team organization. Identify key employees and/or supervisors, designated contact persons for NHES and who will be in direct communication concerning requested services;
- iii. A description of the Proposer's quality assurance process;
- iv. A list of certifications, credentials and experience of identified staff members, contractors and subcontractors who would perform the work, including copies of all certifications and/or credentials;
- v. It is the intent of this RFP and any resulting contract to promote consistency of language interpretations for similar transactions. Please describe the methodology that will be used to promote such consistency.

G. Price Proposals. Proposer must complete the Form provided at **Exhibit A, Vendor Price Proposal**, stating proposed pricing on an hourly basis for five target languages. The price proposal must include any costs that will be charged for travel. If any additional charges will be made, they must be noted in Exhibit A in order to be included in any contract resulting from the RFP.

H. References. Proposer must provide three customer references as **Exhibit B, References**.

EXHIBIT A

VENDOR PRICE PROPOSAL

PLEASE RETURN THIS COMPLETED PAGE

The undersigned hereby proposes to provide in-person interpretation services to New Hampshire Employment Security, in accordance with all terms and specifications of Request for Proposal, a prices quoted below:

	<u>Spanish</u>	<u>Vietnamese</u>	<u>Bosnian</u>	<u>Arabic</u>	<u>Chinese</u>
In-person Interpretation (per HOUR)	\$	\$	\$	\$	\$
Written Interpretation (per WORD)	\$	\$	\$	\$	\$

Travel Expense
(per HOUR) \$ _____

If there are additional costs that may be charged, please specify in the space below:

Respondent/Bidder (Company) Name:	
Signature of Company Representative:	
Name and Title of Company Representative:	
Address:	
E-mail Address:	Telephone Number:

Signing this bid page constitutes agreement and compliance with Request for Proposal requirements.

EXHIBIT C

REFERENCES

PLEASE RETURN THIS COMPLETED PAGE

REFERENCES: List Name, Email, Address, Telephone # of three (3) Customer/Client References.

1.
2.
3.

Respondent/Bidder (Company) Name: _____