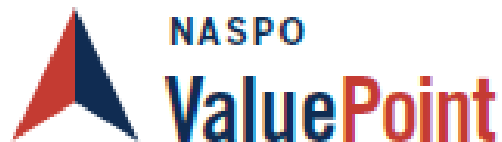




**The State of New Mexico
General Services Department/State Purchasing Division**

In conjunction with



Request for Proposals

AMENDMENT NO.: #2

New Mexico Solicitation Number 90-000-18-00003

**NASPO ValuePoint Master Agreement for
On-Demand Remote Interpreting (OPI and
VRI) and Document Translation**

RFP Issuance Date: January 28, 2019

RFP Due Date: March 22, 2019 no later than 3:00 pm MT

Request for Proposal # 90-000-18-00003 is amended as described herein:

CHANGE TO Attachment G:

From:

4. Interpreter and/or translation services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office. Interpreter services for the least frequently used languages may be performed outside of the United States and/or from a home-based office.

“Most frequently used languages” means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

To:

4. *Interpreter services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office.*

Translation services for the most frequently used languages must be performed within the United States but translators may be located at a home-based office.

Interpreter and/or translation services for the least frequently used languages may be performed outside of the United States and/or from a home-based office.

“Most frequently used languages” means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

CHANGE TO Attachment G:

From:

LANGUAGES Offeror must be able to provide (at a minimum) OPI, VRI, and Document Translation Services for all languages/dialects listed in Attachment I and VRI for American Sign Language (ASL) :	
Or LANGUAGES Offeror must be able to provide (at a minimum) VRI American Sign Language (ASL) :	

To:

LANGUAGES - OPI Offeror must be able to provide OPI Services for all languages/dialects listed in Attachment I.	
And/or LANGUAGES - VRI Offeror must be able to provide (at a minimum) VRI American Sign Language (ASL).	
And/or LANGUAGES - Document Translation Offeror must be able to provide Document Translation Services for all languages/dialects listed in Attachment I.	

Attachments:

- 1) Revised Attachment G V3: Technical Requirements**

**Revised ATTACHMENT G
TECHNICAL REQUIREMENTS**

ATTACHMENT G: Technical Requirements

Description	Comply? (Yes or No)
EXPERIENCE OF THE CONTRACTOR	
1. Offeror must have <i>at least</i> two years of experience in providing Over-the-Phone and/or Video Remote Interpretation and/or Document Translation Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.	
2. Offeror must currently be providing an average of <i>at least</i> 100,000 minutes of OPI and/or 10,000 minutes of VRI ASL Interpretation Service calls per month within the past year.	
3. If proposal includes Document Translation, Offeror must be able to provide quality, error-free document translation services on a large scale to multiple States.	
4. If proposal includes VRI, Offeror must ensure [VRI must provide] real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. [VRI must provide a] sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of [their] body position. [VRI must also provide] a clear, audible transmission of voices.	
EQUIPMENT AND FACILITY	
1. Contractor must have all necessary equipment, installed and functioning at time of Offer submittal, to provide the services required in the contract.	
2. Contractor must have A) telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed. And/or A) (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.	

<p>3. Contractor’s telephone terminal and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.</p>	
<p>4. Interpreter services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office.</p> <p><u>Translation services</u> for the most frequently used languages must be performed within the United States <u>but translators may be located at a</u> home-based office.</p> <p>Interpreter <u>and/or translation services</u> for the least frequently used languages may be performed outside of the United States and/or from a home-based office.</p> <p>“Most frequently used languages” means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.</p>	
<p>5. Outbound calls and/or third-party calls will be required of the Contractors under the resulting Master Agreement. Contractors shall not charge for these calls.</p>	
<p>6. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas</p> <p>Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.</p>	
<p>LANGUAGES - OPI</p> <p>Offeror must be able to provide OPI Services for all languages/dialects listed in Attachment I.</p>	

<p>And/or LANGUAGES - VRI Offeror must be able to provide (at a minimum) VRI American Sign Language (ASL).</p>	
<p>And/or LANGUAGES - Document Translation Offeror must be able to provide Document Translation Services for all languages/dialects listed in Attachment I.</p>	
<p>CONNECTION for OPI and/or VRI</p> <p>1. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.</p>	
<p>2. On average per month, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.</p>	
<p>3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:</p>	
<p>If percentage of Spanish is:</p>	<p>Connective time will be:</p>
<p>Less than 60%</p>	<p>80% of all calls will be responded to within 30 seconds, after the client's language being identified</p>
<p>60-70%</p>	<p>85% of all calls will be responded to within 30 seconds, after the client's language being identified</p>
<p>70-80%</p>	<p>90% of all calls will be responded to within 30 seconds, after the client's language being identified</p>
<p>4. In the event interpretation service for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.</p> <p>In the event any interpretation service request for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi results in a customer being told "no interpreter is available," the Contractor will be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.</p> <p>The above penalties will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.</p>	

5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.	
6. Contractor must comply with all FCC regulations including, but not limited to VRI connection times.	
7. VRI Speed of Answer Speed-of-Answer Standard. Contractor will answer 80% of all VRI calls in 120 seconds.	
DOCUMENT TRANSLATION SERVICES	
1. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:	
Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words
2. If a contractor offers expedited translations, they shall be completed within the following turnaround time set in business days. See tab in cost proposal labeled optional.	
Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days
More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words
3. Contractor must provide a minimum of two qualified linguists for each translation project as a translator and copy editor.	
INVOICING	
1. Contractor must only invoice for the time that interpreter/translation service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.	
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15 th day of the calendar month immediately following the month under invoice.	

<p>3. A) Interpreter/translation Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.</p> <p>B) Translation Services: Invoices will reflect per word billing increments.</p>	
<p>4. The minimum billable charge shall be equal to a one minute/word charge at the rate of the language for which interpreter service is provided.</p>	

5. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
- a. Master Contract number and/or any other unique Contract identification number assigned by a Participating State.
 - b. For the State of New Mexico, Contractor's Statewide Vendor Identification Registration number assigned by the NM Department of Finance.
 - c. Date of invoice.
 - d. Contractor name and address.
 - e. Customer account number and Department name/program.
 - f. Billing period.
 - g. Interpreting modality (OPI, VRI, or Document Translation)
 - h. Interpreter Connection Time./Document turnaround time.
 - i. Total number of calls interpreted or documents translated.
 - j. Total number of billable interpretation minutes or words translated.
 - k. Total number of "no interpreter available" calls.
 - l. Percentage of calls connected in 30 seconds or less.
 - m. Total number of calls resulting in interpreter connection times of greater than 60 seconds.
 - n. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online.
 - o. Total number of documents translated that meet the requirements in Attachment G; Technical Requirements, section titled, "Turnaround Time for Document Translation Services."
 - p. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment G: *Technical Requirements*, section titled, "Connection," Item #4.
 - q. Total dollar amount due.
 - r. Any applicable prompt payment discount(s) available.
 - s. Date and time of each interpreter or translation service occurrence provided.
 - t. Interpreted language associated with the call or translation.
 - u. Duration of the interpreter service provided, measured in tenth of a minute increments.
 - v. Contract rate per minute for interpretation and per word for translation.
 - w. Billable amount associated with each call or translation.
 - x. Interpreter or translator identification number or code as assigned by the Contractor.

<p>EMERGENCY MANAGEMENT PLAN</p> <p>1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) <i>Attach a copy of Contractor's EMP.</i></p>	
<p>2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.</p>	
<p>CONFIDENTIALITY STATEMENT</p> <p>1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. <i>Attach a sample copy of Contractors Confidentiality Statement.</i></p>	
<p>INTERPRETER OPERATIONAL REQUIREMENTS</p> <p>1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.</p>	
<p>2. The interpreter will speak in the first (1st) person.</p>	
<p>3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.</p>	
<p>4. The interpreter will respect cultural differences of the client.</p>	
<p>5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.</p>	
<p>6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client's statements.</p>	
<p>7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.</p>	
<p>8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.</p>	

<p>CUSTOMER RESPONSE CRITERIA</p> <ol style="list-style-type: none"> 1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria: <ol style="list-style-type: none"> a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer’s questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer’s request, Contractor must provide a senior administrative contact to escalate the request. b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request. c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor. 	
<p>QUALITY ASSURANCE PLAN</p> <ol style="list-style-type: none"> 1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints. <i>Attach a copy of Contractor’s QAP.</i> 	
<p>INSTRUCTIONAL MATERIALS</p> <ol style="list-style-type: none"> 1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services. 	
<ol style="list-style-type: none"> 2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state’s Participating Addendum. 	
<ol style="list-style-type: none"> 3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs. 	
<ol style="list-style-type: none"> 4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract. 	