

**STATE OF WASHINGTON**

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**PO Box 45811, Olympia WA 98504-5811**

DATE: March 20, 2024

TO: RFQQ # 2334-834 Bidders

FROM: Caleb Clark, Solicitation Coordinator

DSHS Central Contracts and Legal Services

SUBJECT: Amendment No. 01 – Change to the RFQQ Document, Sample Contract, Bidder Response Form and Bidder’s Q & A

DSHS amends the RFQQ #2334-834 procurement document to include:

* Updates to RFQQ (ASL Interpreter Referrals) Section A, Contract Requirements
* Updates to Attachment A: Sample Contract, Special Terms and Conditions Section 1, Definitions Specific to Special Terms; Section 5. Statement of Work; Section 6, Purchaser Requests; Section 7, Contractors Response to Purchaser Requests; Section 11, Consideration; Section 14, Purchaser Cancellations; and Exhibit B – Fee Tables
* Updates to Attachment D: Bidder Response Form
* Bidder’s Questions and Answers

**Update to Bidder Qualifications**

**RFQQ 2334-834**

**RFQQ 2334-834** (ASL Interpreter Referrals) Section A. (1) Purpose, is amended to read:

This competitive Solicitation is issued to assist the Aging and Long-Term Support Administration, Office of the Deaf and Hard of Hearing of the Washington State Department of Social and Health Services in seeking up to **ten (10)** qualified Contractors to provide sign language interpreter referral services. Such services will be used to aid DSHS and the state in meeting its legal obligation to provide equitable communication access to both Washington State employees responsible for administering public assistance, and Washington State residents who are applicants or recipients of public assistance. Upon executing the new Contract, the Apparent Successful Bidder that is awarded a contract at the end of this Solicitation will be expected to also provide services to the State of Washington Department of Children, Youth and Families, and the State of Washington Health Care Authority.

**RFQQ 2334-834** (ASL Interpreter Referrals) Section A. (3) Project Scope, subsections titled Services Overview and Service Delivery are amended to read:

Services Overview. Upon receiving a new request from a Purchaser by either telephone, voice message, email, or the Bidders own response process or system, the successful Bidder will be responsible for scheduling and booking in-person appointments between one or more American Sign Language interpreters and Purchaser employees or clients who are Deaf, DeafBlind, Hard of Hearing, Late-Deafened or Deaf Disabled. The successful Bidder will be responsible for ensuring the sign language interpreter who is scheduled arrives in-person and on time at a given location; and is adequately prepared to facilitate effective communication between the parties who need the interpreter.

Service Delivery. Service delivery requirements will be based upon the category of service requested by a Purchaser. The service delivery categories are as follows:

## *In-Person Emergency Interpreter Services*. Appointments for In-Person Emergency Interpreter Services must be filled within seven (7) calendar days or less upon receipt of a new request. Exact response times Bidders will be required to comply with in this category will be based upon the Bidders capabilities provided by the Bidder in Attachment D – Bidder Response Form, Section 6. (A) and added to the contract after DSHS announces the successful Bidder(s).

### Upon receiving a new request from a Purchaser, the successful Bidder will contact the Purchasers employee who made the request by telephone to confirm receipt of the new request and offer available time slots that a sign language interpreter (or more than one as needed) can be assigned to interpret on the date and time requested.

### After successfully confirming the interpreter’s availability, the successful Bidder will send an email confirmation to the Purchasers employee in accordance with the criteria set forth in Attachment A - Sample Contract. The required response times for this service category will be based upon

### The successful Bidder will process In-Person Emergency Interpreter Service requests during non-standard business hours**.**

## *In-Person Non-Emergency Interpreter Services*. Appointments for In-Person Non-Emergency Interpreter Services are requested more than seven calendar days before the appointment that the interpretation service is needed; and are provided by the successful Bidder on a business day, Saturday, Sunday, Federal or State holiday, or before 8:00 a.m. or after 5:00 p.m. on a business day. Exact response times Bidders will be required to comply with in this category will be based upon the Bidders capabilities provided by the Bidder in Attachment D – Bidder Response Form, Section 6. (A) and added to the contract after DSHS announces the successful Bidder(s).

### Upon receiving a new request from a Purchaser, the successful Bidder will send an email to the Purchasers employee who made the request to confirm receipt of the new request and inform of an interpreter’s availability to interpret on the date and time requested.

### The email confirmation will be in accordance with the criteria set forth in Attachment A – Sample Contract.

## *Routine Interpreter Services*. Appointments for Routine Interpreter Services are requested more than seven (7) calendar days before the appointment that the interpretation services are needed; and are provided by the successful Bidder Monday through Friday, between 8:00 a.m. and 5:00 p.m., excluding State and Federal holidays. Exact response times Bidders will be required to comply with in this category will be based upon the Bidders capabilities provided by the Bidder in Attachment D – Bidder Response Form, Section 6. (A) and added to the contract after DSHS announces the successful Bidder(s).

### Upon receiving a new request from a Purchaser, the successful Bidder will send an email to the Purchasers employee who made the request to confirm receipt of the new request and inform of an interpreter’s availability to interpret on the date and time requested.

### The email confirmation will be in accordance with the criteria set forth in Attachment A – Sample Contract.

## *All Service Categories*. For all service categories, the successful Bidder will be expected to:

### Be able to utilize ODHH’s online interpreter request system, which includes booking and verifying service information within 2 business days after the appointment is completed, as well as monitoring cancellations and unfilled appointments.

### Agree to use Interpreters that have been screened and approved by ODHH.

### Assess Interpreter skills to ensure the most appropriate interpreter is scheduled for each appointment.

**RFQQ 2334-834** (ASL Interpreter Referrals) Section A. (4) Bidder Minimum Qualifications, is amended to read:

All Bidders must meet the following minimum qualifications:

## Bidders must be able to obtain a Washington State business license within 30 calendar days of being awarded a new DSHS contract.

## Bidders must subcontract with enough ODHH approved Sign Language Interpreters to provide service coverage for at minimum one (1) of the service areas listed under the previous section of this solicitation document (Section A. Service Area).

## Bidders must be headquartered in the State of Washington.

Bidders failing to demonstrate in their Bids that they meet these minimum qualifications will be considered nonresponsive and will therefore be disqualified from further consideration.

**Updates to Attachment A: Sample Contract**

Attachment A: Sample Contract, **Exhibit B – Fee Tables**, is hereby deleted in its entirety.

The definitions below are added to Attachment A: Sample Contract, Special Terms and Conditions, Section 1. Definitions Specific to the Special Terms, to read as follows:

zz. “**Routine Interpretation Services**” means Interpretation Services requested by a Purchaser that are requested more than seven calendar days before the Appointment that the Interpretation Services are needed; and are provided by the Contractor Monday through Friday, between 8:00 a.m. and 5:00 p.m, excluding State and Federal holidays.

aaa. “**Email Confirmation Form**” means a confirmation booking email that is entered into ODHH’s online system and generates a confirmation email which is sent to the Purchaser and the Contractor.

The sections and subsections set forth below found in Attachment A: Sample Contract, Special Terms and Conditions are amended to read:

Section 1. **Definitions Specific to the Special Terms**:

qq. “Request Response System” means the Contractor’s pre-booking process or system that enables the Contractor to respond to and book Interpretation Services twenty-four (24) hours per day, seven days a week.

Section 5. **Statement of Work**:

1. Upon receiving a new Request from a Purchaser by email, telephone, voice message, or the Contractors own Request Response System, provide an in-person Interpreter who will facilitate effective communication between individuals.
2. For all appointment types, provide a Purchasers employee who makes a Request for in-person Interpreter Services with a phone number and email address the employee may use to communicate directly with the Contractor.

Section 6. **Purchaser Requests**. a. (3):

(3) First requesting Interpretation Services by contacting the Contractor by telephone, email, or the Contractors own Request Response System. A Request for Interpretation Services that is first initiated by telephone, email, or other method must be confirmed by the Purchaser within thirty (30) minutes of the initial Request by submitting a Request Form to the Contractor’s Request Response System and ODHH.

Section 7. **Contractors Response to Purchaser Requests**.

# **Contractor’s Response to Purchaser Requests.** Requirements Re: Contractor Response to In-Person Critical Event Interpretation Services (Emergency and Non-Emergency) and Routine Interpretation Services.

## Incomplete Interpretation Services Requests. If the Contractor receives an incomplete Request, the Contractor shall immediately respond to the Purchaser and obtain the remaining required information as soon as possible. The Contractor must add the following information to the Request Form:

### Required amount of Travel Time to and from the Appointment;

### Mileage to and from the Appointment; and

### Billing details.

## Contractor’s Request Response System. To ensure the Contractor is available to provide in-person Interpretation Services for Critical Events, the Contractor must have a Request Response System that allows the Contractor to schedule and fill Requests for in-person Critical Event Emergency Interpretation Services and in-person Critical Event Non-Emergency Interpretation Services as described in this section.

## Contractor Confirmation and Response to a Request for In-Person Critical Event Interpretation Services. The Contractor’s Request Response System must be capable of allowing Purchasers to contact the Contractor twenty-four (24) hours per day, seven (7) days per week so that Purchasers may Request in-person Critical Event Interpretation Services.

### Contractor Telephone Confirmation re: In-Person Critical Event Emergency Interpretation Services.

#### Within \_\_\_ minutes of receiving a Request for Critical Event in-person Emergency Interpretation Services, the Contractor must contact the Purchaser’s employee who made the Request and confirm the Contractor received the request. The \_\_ minutes contact required under this section must be by telephone.

#### The Contractor must confirm the telephone contact required under this section by using the Email Confirmation Form. The email confirmation must comply with the requirements described in this section.

### Contractor Email Confirmation re: In-Person Critical Event Emergency Interpretation Services, In-Person Critical Event Non-Emergency Interpretation Services and Routine Interpretation Services.

#### The Contractor must contact the Purchaser, and the Purchaser’s employee who made the Request for in-person Critical Event Interpretation Services, to confirm if the Contractor is available to Interpret on the date and time requested by the Purchaser. The response under this section must be completed by using the Email Confirmation Form. The email confirmation must contain the information described in this section and be sent to the Purchaser within the time limitations described below.

##### In-Person Critical Event Emergency Interpretation Services. For purposes of in-person Critical Event Emergency Interpretation Services, the email confirming that the Contractor is available must be sent to the Purchaser within \_\_ of the telephone contact required under this section for requests made less than 24 hours before the appointment time.

##### In-Person Critical Event Emergency Interpretation Services. For purposes of in-person Critical Event Emergency Interpretation Services, the email confirming that the Contractor is available must be sent to the Purchaser within \_ of the telephone contact required under this section for requests made more than 24 hours but less than 72 hours before the appointment time.

##### In-Person Critical Event Emergency Interpretation Services. For purposes of in-person Critical Event Emergency Interpretation Services, the email confirming that the Contractor is available must be sent to the Purchaser within \_ of the telephone contract required under this section for requests made more than 72 hours but less than 7 days before the appointment time.

##### In-Person Critical Event Non-Emergency Interpretation Services. The email confirming if the Contractor is available must be sent to the Purchaser within \_ of receiving from the Purchaser a Request for in-person Critical Event Non-Emergency Interpretation Services.

##### Routine Interpretation Services. The email confirming if the Contractor is available must be sent to the Purchaser within \_\_ of receiving from the Purchaser a Request for in-person Routine Interpretation Services.

Section 11. **Consideration**, (b). Service Rates and Fees.

|  |  |  |
| --- | --- | --- |
| **Service Component** | **Description/Explanation** | **Fee or Rate** |
| Booking Fee (s) | Fee for administrative time used to find and schedule Interpreter(s) per standard Appointment Request, and other administrative requirements | $      |
|  |  |  |
| Supplemental Fee | Additional Hourly Fee that the Interpreter’s are eligible for, that is added to each hour for the Appointment. (This is not included with travel time). The Interpreter can have more than one (1).1. Mental Health
2. Medial
3. Legal
4. Close Vision and Tactile
5. Protactile
 | $5.00 each per Hour |
|  |  |  |
| Interpreter*No Shows* | No fee is due (including Booking Fees) when an Interpreter is a *No Show.* | No Fee |
| All Other *No Shows* | Fee when someone other than the Interpreter is a *No Show* for the scheduled Appointment | Full Fee for Requested Time and Booking Fees |
|  |  |  |
| Cancellations by Interpreter with no approved Replacement | Fee (Including Booking Fees) does not apply if an Interpreter cancels and a replacement Interpreter is not provided by the Contractor. | No Fee  |
|  |  |  |
| Lodging | All lodging requests require the Purchaser’s written pre-approval and lodging must be arranged by the Contractor. | Per Diem  |
| Travel | Travel is covered from site to site using the Interpreter’s hourly rate. Travel time will not include supplemental fees.  |  |
| Milage | Mileage is covered from site to site at OFM rate. |  |

Section 14. **Purchaser Cancellations**.

1. Notice. Purchasers shall provide written notice to the Contractor if the in-person Filled Appointment is canceled by anyone except the Contractor. The written cancellation notice must contain the information described in Section 13 for Contractor cancellations, including the following information:
2. The date and time of the in-person Filled Appointment that is being canceled;
3. The address describing the location of the in-person Filled Appointment; and
4. The name of the Purchaser’s employee who originally requested the in-person Interpreter Appointment.
5. Cancellation Fee. In the event a Purchaser fails to provide written notice to the Contractor at least forty-eight (48) hours in advance of a Filled Appointment, the Purchaser shall pay to the Contractor a fee for any Cancellation that was not caused by the Contractor. The Cancellation fee shall be equal to the amounts that would have been paid if the in-person Filled Appointment had not been canceled, to include any travel costs that would have been incurred. The Cancellation fee shall be calculated based on the estimated duration of the originally scheduled in-person Appointment. The estimated duration of the originally scheduled in-person Appointment shall be equal to the estimated duration calculation.

**Updates to Attachment D: Bidder Response Form**

Attachment D: Bidder Response Form, uploaded to the Washington Electronic Business Solutions website and the Department of Social and Health Services Procurements and Contracting website on March 1, 2024, is replaced with a revised Attachment D: Bidder Response Form, posted separately from this Amendment document. **Bidders must provide their answers to the questions using the revised Bidder Response Form (Attachment D: Bidder Response Form Revised March 20, 2024**) when submitting their written response.

**Bidder’s Questions and Answers**

**RFQQ# 2334-834**

**Question #1:** We have our own scheduling platform we use for all clients; we have a request form we send out to be filled out by the client and then we submit it on our platform and work on the request. Would this be an option?

**A:** Bidders may use their own scheduling platform or process for receiving new requests, but will be required to also use ODHH’s online platform when responding to new requests with booking or unable to fill details.

**Question #2:** Please clarify what agencies are able to use this contract? The contract itself mentions DCYF specifically in a few places, but the remainder of the contract only mentions DSHS. Then, the scope mentions HCA will also use this contract. Please provide clarification.

**A:** The State of Washington Department of Social and Health Services, Health Care Authority and Department of Children, Youth and Families will be the only agencies authorized to obtain services under the Contract. See the RFQQ Sample Contract Special Terms and Conditions, Section 1. (kk) for the definition of a Purchaser.

**Question #3:** Please provide clarification on what credentials are required for an interpreter to receive a supplemental fee as an interpreter for DeafBlind.

**A:** The Deaf Blind Service Center requires Interpreters to have completed Single Service Provider trainings, experience working with DeafBlind people, or have met a set number of voluntary hours.

**Question #4:** Please provide clarification on what certification is required for an interpreter to receive a supplemental fee as a ProTactile interpreter.

**A:** The interpreter must be approved as a tactile or close vision interpreter and receive training credentials in ProTactile American Sign Language that is verified by DeafBlind Service Center employees.

**Question #5:** If the referral agency receives a last minute request with less than 48 hours’ notice and the interpreter is booked and confirmed with the requester, if the purchaser rejects the selected interpreter/s are they still able to be billed for the interpreting services since the request was submitted with less than 48 hours’ notice? Or is the agency expected to pay the interpreters out of their pocket, unbillable to the purchaser, since it was a billable appointment that was booked and then rejected by the purchaser?

**A:** If a referral agency books an interpreter who is not acceptable by the Purchaser or by the client, and the purchaser has communicated this 48 hours prior to the booked appointment, then the Purchaser does not have to pay for this service. If the referral agency is given less than 48 hours notice, the Purchaser will pay the booking fee.

**Question #6:** What web-based methods are approved by DSHS as a scheduling platform for the Bidders? How do we get our scheduling system approved?

**A:** Bidders already using their own web-based scheduling platform will not be required to obtain DSHS approval to use that platform. However, the successful Bidder will be obligated by the contract to protect any confidential or client data they receive using the data security protocols and procedures documented by Exhibit A – Data Security Requirements. This amendment includes updates to the solicitation documents to clarify or remove this requirement.

**Question #7:** Why is it necessary for the interpreters' cell numbers and email addresses to be disclosed to all purchasers? Interpreters use an agency so the agency can serve as the centralized point of contact, reducing the need for their direct contract info to be shared.

**A:** This requirement is an error. DSHS does not require the interpreters cell phone number or email address be disclosed to a Purchaser. DSHS will only require the referral agencies cell phone and email contact information. This amendment includes updates to the solicitation documents to change this requirement.

**Question #8:** Regarding Attachment A: Sample Contract Section 6.a.(3); Who is responsible for confirming within 30 minutes of the initial Request by submitting a Request Form to the Contractor’s Request Response System and ODHH, the contractor or the purchaser?

**A:** The Purchaser is responsible for this step. Purchasers who initiate a service request by telephone or email are required to follow-up the request by submitting a Request Form to the Contractors own Request Response System (if available) and ODHH’s booking system.

**Question #9:** What is the purpose of sending the purchaser the names of each interpreter who was offered a job and denied it?

**A:** This is a Purchaser policy requirement. This information may be used by Purchasers to explain any barriers in place that prevent access to services. Bidders will be obligated to provide this information upon Purchaser request, it will not be an regular administrative procedure.

**Question #10:** What is the timeline the purchaser has to respond to an email requesting an interpreter switch? Purchasers often have a delay in replying and may not reply at all, which impacts our timeline and ability to find a replacement interpreter for a request.

**A:** At this time, nothing in the sample contract obligates the Purchaser to respond within a certain amount of time to Bidder requests related to interpreter reassignment. That being said, DSHS is open to negotiating revisions to the contract, and Bidders may request such revisions by completing Section 1(d) in Attachment D: Bidder Response Form.

**Question #11:** Is travel time for all assignments regardless of if an assignment is less than 1 hour travel time? This item implies travel time is billed portal to portal regardless of travel time length.

**A:** Yes, travel is covered on all assignments from portal to portal.

**Question #12:** I believe pg 34 (Sample Contract) has a typo- under the inadequate notice cancellations section, shouldn't there be a booking fee per interpreter listed?

**A:** Yes, booking fees are still billable even if an assignment was cancelled after the interpreter was confirmed.

**Question #13:** Regarding the Sample Contract Special Terms and Conditions Section 14.(b)**.** Can you please clarify this paragraph? The wording is confusing. How much is the cancellation fee that will be paid? How is it calculated Is there a timeline for when the cancellation fee will be paid, or is it just for any cancellation that occurs after an interpreter is booked?

**A:** If the Purchaser cancels an appointment without giving adequate notice (48 or over 48 hours), the booking fee is paid in whole.

**Question #14:** To clarify, you are expecting the interpreters to have the same insurances at the Contractor, which means that despite the Contractors' liability insurance covering the interpreters, the interpreters also need to purchase their own $1M/$2M professional liability insurance policy? If not, please clarify.

**A:** As of now, yes. However, DSHS understands the costs associated for these coverages may prevent referral agencies from recruiting and maintaining ASL subcontractors, and is currently discussing an exception waiver for subcontractors rendering services under this contract. If a waiver is approved, then it will be accounted for in the signed contract after the ASB is announced.

**Question #15:** What kind of scheduling system are you referring to in point 4. “Bidder Minimum Qualifications”, page 5 on RFQQ2334-834\_ASLInterpreterReferraals document?

**A:** See the answer to question #1.

**Question #16:** On Point 4 page 5 and number 1, it says that: “the Bidders must have an existing and functioning scheduling system that has access to an Interpreters’ availability.” Does this mean the requestors must be able to see the name of the interpreters available on the scheduling platform to take jobs before sending the request, may you explain? Can the requests be done all via, phone and email only if there isn’t a scheduling platform available?

**A:** No, Purchasers and Purchaser staff will not have access to this information. Successful Bidders may receive new purchaser requests using only phone and email; however, successful Bidders will be required to utilize ODHH’s online platform to responds to new requests.

**Question #17:** How many contracts will be awarded, five or one?

**A:** DSHS intended to award up to five (5) contracts. This amendment includes an update and DSHS now intends to award up to ten (10) contracts.

**Question #18:** Regarding Attachment E: Contractor Inclusion Plan, May you please explain who are considered potential diverse subcontractors, and can leave this part blank if we do not plan on using any besides the interpreters, and if so, will our response be considered nonresponsive by not planning on using any other small business besides the interpreters?

**A:** DSHS policy defines a Diverse Business as a business that is either a minority-owned, women-owned, veteran-owned, or small business as defined in RCW 39.26.010(22). If the interpreters you subcontract with qualify as a diverse business, then the number of subcontractors should be recorded in the Contractor Inclusion Plan along with your answers to the other questions in it. Regarding nonresponsive bids, inclusion plans provided by Bidders are aspirational. No preference is given for inclusion plans or goals in the evaluation of bids.

**Question #19:** Can the signature of this document and all other signatures be electronic/PDF signature? (I am excluding attachment D since it doesn’t require a signature and must be submitted as a word document)

**A:** Yes, DSHS accepts electronic signatures.

**Question #20:** ASL interpreters are considered subcontractors in the role of this contract. Are they also considered state employees?

**A:**  No.

**Question #21:** What type of "scheduling" system are you looking for?

**A:** See the answer to Question #1.

**Question #22:** Attachment D, Section 5, G: It asks to provide a "contract number" assigned to the interpreters, I don't use a number, my interpreters are all referred to by name so what number are you looking for here?

**A:**  The unique number or series of numbers used by your firm to identify a specific contractor or contract. This Amendment includes an update to the question posed in Attachment D, Section 5, G that rephrases the questions and removes “contract number”.

**Question #23:** What are the interpreter rates? All sections are left blank. Do we choose the interpreter rate?

**A:** Interpreter rates are set by ODHH, and can be found by clicking on this link: <https://www.dshs.wa.gov/altsa/odhh/dshs-contract-rates>. This Amendment includes an update to the solicitation documents removing the Interpreter rate sheets in the Sample Contract and Attachment D: Bidder Response Form.

**Question #24:** Emergency rates? Please define what exact hours an "emergency" is defined as.

**A:**  See Attachment A: Sample Contract, Special Terms and Conditions Section 1(u). for the definition of Emergency Interpretation Services or Emergency Interpreter Services.

**Question #25:**  Is this contract ONLY for "critical/last minute/emergent" interpreting?

**A:** No, Purchasers may elect to use this contract for routine interpreter services as well as non-emergency interpreter services and emergency interpreter services. This Amendment includes updates to the solicitation documents to clarify the categories of service.

* Pre-Bid Conference Attendance Report

Those in attendance during the March 15, 2024 pre-bid conference included:

Berle Ross, (DSHS/ALTSA/ODHH)

Caleb Clark, (DSHS/FFAA/CCLS)

Luanne Conner, (Coda Plus)

Kari Ownes, (ASL Professionals)

**All other terms and conditions in this Solicitation remain the same.**