



Response to RFQ DMV110284

issued by

ORIGINAL

The West Virginia

Department of Transportation,

Division of Motor Vehicles

for

Translation Services

Bid Opening

March 29, 2011

2011 MAR 24 AM 9:55

WV PURCHASING
DIVISION

March 21, 2011

Frank Whittaker
WV Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Frank:

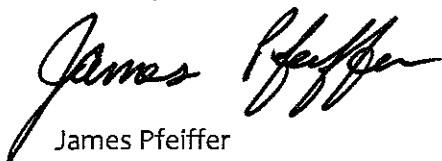
Fluent Language Solutions, a leading nationwide provider of language services is pleased to submit for consideration the following proposal to provide translation services to the West Virginia DMV. As a leading provider that has worked with the State of West Virginia since 2005, we look forward to taking part in this process.

Should there be any questions, or if you require additional information, please do not hesitate to contact me at:

Fluent Language Solutions
PO Box 563308
Charlotte, NC 28256
704.532.7446 (main)
888.225.6056 (toll free)
704.532.7429 (fax)
704.996.0008 (cell)
Marketing@FluentLS.com

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "James Pfeiffer". The signature is written in a cursive style with a large, stylized initial "J".

James Pfeiffer

Vice-President of Sales



Fluent's Response to the RFQ

Fluent understands the Scope of Work as outlined in the RFQ and agrees to the mandatory bid requirements and will adhere to all of the requirements outlined in the Scope of Work and the General Terms & Conditions.

Fluent Language Solutions has been in business since 1989 and was originally founded by three nationally-certified American Sign Language interpreters. In order to meet the changing needs of our clients and the areas we serve, Fluent expanded into spoken language interpreting and document translating in 1994 and currently provides document translating services in over 60 different languages, including the languages required in the RFQ. Fluent is a full service language provider and offers onsite interpreting, telephone interpreting, video interpreting and document translating in all 50 states, including West Virginia.

Fluent Language Solutions provides document translating, telephone interpreting and onsite interpreting for the West Virginia State Courts and the West Virginia Department of Health & Human Resources.



Project Contacts

Carolinas Healthcare System (CHS)

- Danilo Formolo, 704.355.3131
- Third largest, publically-owned healthcare system in the U.S.
- Fluent provides onsite interpreting, document translation, telephone interpreting, and language assessment services to all CHS facilities.
- Services are used on an ongoing basis.

Electric Power Research Institute (EPRI)

- Alessandra Ozorio, Project Manager
- Contact information: Email: AOzorio@epri.com, Phone: 704.595.2620
- Translate extremely complex operation manuals for nuclear power plants in China, Japan, Korea, France, Spain and Latin America.

INC Research

- Susan Cole, Associate Director, Vendor Contracts, INC Research, LLC
- Email contact is scole@incresearch.com, Phone: 919-334-3667
- Fluent translates highly technical biomedical and pharmaceutical research case studies in many different languages including Spanish, Japanese and Chinese. Services are ongoing.

Tennessee District Attorneys General Conference (TNDAGC)

- Lurene Sanders, Contract Administrator, Child Support Enforcement
- Email contact is lrsanders@tndagc.org, Phone: 615.532.1861
- Fluent is the contractor to provide telephone interpreting and translation services to the 31 Child Support and Criminal Division of the TNDAGC. Translation requirements include legal documents in Spanish, German, Chinese and Japanese. Services are ongoing.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DMV110284

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR



Fluent Language Solutions
 P.O. Box 563308
 Charlotte, NC 28256-3308

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/14/2011				

BID OPENING DATE: 03/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
THIS ADDENDUM IS ISSUED TO REPLACE THE SPECIFICATIONS AND PRICING PAGE WITH THE ATTACHED REVISED SPECIFICATIONS AND PRICING PAGE.						
NOTE: THE CHINESE TRANSLATION HAS BEEN REMOVED FROM THE SPECIFICATIONS ENTIRELY.						
***** END ADDENDUM NO. 3 *****						
001	1	EA		700-16		
TRANSLATE WVD MV DRIVER LICENSE HANDBOOK						
002	1	LS		961-75		
TRANSLATION SERVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>James Pfeiffer</i>	TELEPHONE	704.532.7446	DATE	3/16/2011
TITLE	VP OF SALES	FAX	20-3900612	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Request for Quotations
Department of Transportation
Division of Motor Vehicles

TRANSLATION SERVICES
RFQ DMV110284

The West Virginia Department of Transportation, Division of Motor Vehicles, hereinafter referred to as "DMV", is soliciting bids for translation of the West Virginia Division of Motor Vehicles Driver License Handbook into Spanish and Japanese languages.

Mandatory Requirements & Bid Evaluation

Mandatory requirements included herein are intended to establish the minimum qualification and experience requirements and required services. Any specification containing the word "must", "shall" or "will" is mandatory. Failure to meet any mandatory requirement shall result in disqualification of the bid.

Vendors **must** have been in business a minimum of five (5) years and **shall** have completed a minimum of five (5) projects similar in size and scope within the last five years. Vendor should provide names of business, addresses, contact person and phone number, dates and description of services of such projects with your bid.

An open-end contract will be awarded to the lowest, responsive bidder meeting all mandatory requirements contained in this Request for Quotation for a one year period with options to renew such contract for two additional one year periods.

Scope of Work

The successful vendor **shall** provide all labor, material and services necessary for the translation of the West Virginia Division of Motor Vehicles Driver License handbook into Spanish and Japanese languages and any revisions that may be required during the life of contract.

DVM **shall** furnish the handbook in a PDF and Indesign file to be used for translation purposes. The current West Virginia DMV Driver handbook has approximately 31,466 words.

Vendor **will** supply DMV with one translated version of each of the two (2) languages in a PDF or Indesign file to be displayed on the West Virginia Division of Motor Vehicle web-site.

The translated version **must** retain the layout and overall appearance of version submitted for translation purposes.

Vendors **shall** quote a lump sum price for both of the two required translations.

Vendors **must** also quote a per word charge for any revisions to the handbook that may be required during the life of contract. The per word fee **shall** be firm for the life of the contract.

Spanish translation version **shall** be Latin American.

Translation of both languages **shall** be completed within 45 days of ward of contract.

The DMV acknowledges differences in verbiage between English and the required languages and that some words may be subject to change during translation. However, The DMV reserves the right to evaluate those differences and the impact they may have on the interpretation of Handbook information. Changes required by The DMV to ensure correct interpretation of WV Law and Handbook information and requirements **shall** be made by the Vendor at no additional charge to the State.

TRANSLATION SERVICES
DMV110284 BID FORM

Translation Services		Total
Spanish Translation		\$ 3,700.00
Japanese Translation		\$ 6,950.00
Subtotal		\$ 10,650.00
	Unit Price	
Per Word Revision Fee		
*Base on 5,000 Words Per Word Rate x 5,000	\$.17	\$ 850.00
Grand Total		\$ 11,500.00

Note: Word estimate is for bid evaluation purposes only; the actual number of revisions may be more or less at the DMV's discretion. Bids shall be evaluated on the basis of the lowest Grand Total Cost and compliance with all mandatory specification requirements.

FLUENT LANGUAGE SOLUTIONS
Vendor

By: Jim PFEIFFER

Title: VP OF SALES

Date: 3/16/2011

Address:
P.O. BOX 563308
CHARLOTTE, NC 28256

Business Phone No: 704.532.7446