



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR PROPOSAL  
("RFP")  
(RFP-2024-003)  
for  
Interpretation and Translation Services**

Release Date: 01/22/2024

Proposals Due: 02/21/2024 at 12:00PM Central Standard Time (CST)

**002 - TABLE OF CONTENTS**

002 - TABLE OF CONTENTS ..... 2  
003 - BACKGROUND ..... 3  
004 - SCOPE OF SERVICES ..... 4  
005 - ASSURANCES ..... 12  
006 - TERM OF CONTRACT ..... 13  
007 - PRE-SUBMITTAL CONFERENCE ..... 13  
008 - PROPOSAL REQUIREMENTS ..... 13  
009 - SUBMISSION OF PROPOSAL ..... 14  
010 - RESTRICTIONS ON COMMUNICATION ..... 15  
011 - EVALUATION OF CRITERIA ..... 15  
012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS ..... 16  
013 - SCHEDULE OF EVENTS ..... 17  
014 - INSURANCE REQUIREMENTS ..... 17  
015 - RFP ATTACHMENTS ..... 20

### **003 - BACKGROUND**

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a 1000+ employee, multi-facility community mental health and mental retardation center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a University Health. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance use issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

**004 - SCOPE OF SERVICES**

The Center for Health Care Services (“CHCS”, “Center”) is seeking proposals from qualified firms to provide verbal language interpretation, American Sign Language (ASL) interpretation, and document translation services, as further defined in this Request for Proposals (RFP) document.

**A. GENERAL REQUIREMENTS**

The RESPONDENT shall provide interpretations services, in person, by telephone/audio visual device and in written documents. Services include, but are not limited to, the following:

1. In person interpretation and translation services, including American Sign Language (ASL) interpretation services, providing business, legal and medical related information translations in either public, private, or community facility environment for emergency and non-emergency situations.
  - a. A majority of services will be during normal business hours. However, in the event of an emergency the CENTER would need an immediate response. The CENTER will attempt to give twenty-four (24) to forty-eight (48) hours’ advance notice for non-emergencies.
2. Telephone/audio visual device interpretation and translation services, including ASL interpretation services, via three-way telephone/audio visual device conversations, consisting of a non-English speaking caller/consumer, limited-English speaking caller/consumer, or deaf or hearing impaired caller/consumer or audio visual device user/consumer, a CENTER representative and the RESPONDENT’S language interpreter. The nature of such interactions result from the CENTER caller/consumer requiring such services.
3. Written, Marketing Materials, Graphic Documentation translation services for social services, medical services and/or community services may be required.

**B. STAFFING**

The RESPONDENT’S interpreter staff will have the training and skills necessary to complete the tasks outlined in this RFP and be able to demonstrate their expertise in translation services of medical and legal information for both scheduled appointments and emergency scenarios. The RESPONDENT’S staff of interpreters will have the capability to accurately translate a minimum of twelve (12) to fifteen (15) languages. The RESPONDENT will monitor their staff’s skills regularly in accordance with industry standard, and medical and emergency best practices. The RESPONDENT will provide documentation to the CENTER that demonstrates all interpreters are qualified and certified to perform the translation and interpretation services defined within this RFP. The RESPONDENT will further provide CENTER with evidence of background and criminal history record check clearance, as well as employment authorization by E-Verify, for all employees rendering services under the awarded agreement.

1. Requirements for Interpreters

All RESPONDENT interpreters are subject to the following requirements:

- a. Interpreters must be enrolled in RESPONDENT’S ongoing training and education programs and pass any required qualification exam(s) or assessment(s) included in the program.
- b. Interpreters must maintain an active status with RESPONDENT’S ongoing monitoring.
- c. Interpreters must take an annual re-assessment test.
- d. Interpreters must pass a criminal history and background check in accordance with Chapter 250 of the Texas Health and Safety Code.
- e. Interpreters must be eligible to work in the United States as evidenced by confirmation of employment authorization by E-Verify.

2. Interpreter Training

RESPONDENT must require all interpreters to enroll in an on-going training and continuing education program.

<b>PROGRAM</b>	<b>TOPICS/DESCRIPTION</b>
Education	Overview of the U.S. insurance, healthcare, legal and financial systems. Overview of cultures and language elements. Overview of common insurance, healthcare, legal and financial processes and routines, industry-specific terminology and acronyms, culture of industry and additional vocabulary.
Training	Comprehension and memory skills, etiquette, self-assessment, interpreting protocols/procedures critical thinking, mastery of interpersonal skills, cultural awareness, accuracy, professionalism, role boundaries, impartiality, confidentiality, and professional development.
Practice	Pronunciations, interactions, interpreting modes, simulated situations and encounters, decision-making and exercise, protocols, memory exercise, note-taking exercise, terminology building exercise, error analysis, skill development, and presentation.

Testing/ Examination	Test(s) and Exam(s) include written and oral assessments (or demonstration for ASL) for language proficiency, knowledge and skills.
Evaluation/ Feedback	RESPONDENT'S Quality Assurance Team evaluates assessment results and provides feedback and suggestions for improvement.

3. Minimum Qualification(s)

RESPONDENT must substantiate the following information:

- a. All interpreters, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry.
- b. All interpreters, as applicable, possess a valid translation or interpretation certification that specifies the language(s) and is appropriate to the service(s) to be performed.
- c. The certification must have resulted from a competency test to measure the interpreter's level of skill in the applicable language(s). The interpreter should have documentation that certifies the interpreter has engaged in continuous education and training, and has two (2) years of experience working for the state, local or federal government, or a recognized organization as a contracted legal/medical interpreter to ensure quality of interpreting using a wide range of skills that include vocabulary and pronunciation, protocol, code of ethics, cultural awareness, professionalism, impartiality and confidentiality.

4. Ethics

RESPONDENT shall require its interpreters to sign and agree to uphold professional and ethical standards. Such standards shall include, but not be limited to, the following:

- a. **Cultural sensitivity and respect.** Interpreters shall be aware of the cultural differences that may exist and be sensitive and respectful to the individual(s) they serve.
- b. **Impartiality.** Interpreters shall maintain impartiality and shall not counsel, advise or protect their own personal biases or beliefs. Medical interpreters shall avoid distorting the message in favor of one party or the other.
- c. **Non-discrimination.** Interpreters shall always be neutral, impartial, and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic status, religion, political affiliation, sexual orientation, or any other protected class.
- d. **Conflict of interest.** Interpreters shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
- e. **Withdrawal.** Interpreters who are unable to ethically perform in a given situation shall refuse or withdraw from the assignment without threat or retaliation.

5. Professionalism

- a. **Professional Integrity.** Interpreters shall demonstrate professionalism and professional integrity, including:
  - i. If the interpreter believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and provide a corrected interpretation/translation.
  - ii. If the interpreter believes he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of his/her intent to withdraw without threat or retaliation.
- b. **Accuracy.** Interpreters shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the interpreter or translator shall interpret everything the speaker or document says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the Message.
- c. **Role Boundaries.** Interpreters shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking, but does mean the interpreter shall not represent the personal involvement in their interpretation.
- d. **Self-evaluation.** Interpreters shall accurately and completely represent their certifications, education, training and experience.
- e. **Personal demeanor.** Interpreters shall be punctual and prepared in an appropriate manner and shall not distract from the situation.

- f. **Inability to perform.** Interpreters shall continually assess their ability to interpret/translate. Should interpreters have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
  - g. **Professional development and training.** Interpreters shall acquire ongoing development of their skills and knowledge through professional training, continuing education, and interaction with colleagues and specialists in related fields.
  - h. **Cultural competency.** Interpreters shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters will strive to bridge the cultural differences between all participating parties by seeking to minimize and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter or translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
  - i. **Advocacy.** Interpreters speak out and act as an advocate when a patient's health, well-being or dignity is at risk. The medical interpreter may notify their supervisors of any patterns of abuse or mistreatment, especially towards a patient, in order to prevent harm to anyone.
6. Confidentiality  
RESPONDENTS shall develop, implement, enforce and update, as necessary and/or required, a Confidentiality Policy that is compliant with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Code of Federal Regulations (42 C.F.R) and the Texas Administrative Code, that includes, but is not limited to, the following components:
- a. Interpreters shall not divulge any information learned in the performance of professional duties.
  - b. Confidentiality is to be maintained in all situations, except where legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening to harm him-or herself or others, or where the interpreter determines to the best of their ability that non-disclosure may result in harm.
  - c. Interpreters shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged even when the information is not privileged by law to be confidential.

**C. INTERPRETER LICENSING REQUIREMENTS**

The RESPONDENT will only work with certified interpreters or translators who have passed examination from a recognized agency. The RESPONDENT's interpreters or translators will be designated to the CENTER based on need. RESPONDENT shall utilize interpreters and translators with specialty in legal, medical, and other technical skills. In addition, RESPONDENT's interpreters and translators shall be trained to handle Emergency and non-Emergency calls. RESPONDENT shall provide the CENTER with interpreters and translators specialized in the specific industry(ies) as needed. At the time of response, RESPONDENT shall be able to furnish enough certified individuals to meet the needs of the CENTER. Upon contract award, and as requested, RESPONDENT shall provide copies of certification for interpreters.

**D. EQUIPMENT REQUIREMENTS**

RESPONDENT will provide and maintain redundant telephone and/or audio visual equipment, fully capable of all the functionality of its primary equipment at its operation center and a secondary offsite communications facility, as needed. The redundant system(s) must be capable of immediate access in the event of failure of the primary system. All equipment used and operated by the RESPONDENT and its agents shall feature back-up electrical power protection(s) as to avoid any system failure due to electrical power failure(s) or outage(s). All calls/video calls are to be stored for a minimum of thirty (30) days.

**E. REPORTING REQUIREMENTS**

The RESPONDENT will provide reports on a monthly and annual basis to each CENTER facility or any participating department(s) that utilize the services. The report is to reflect invoice data it include, but not be limited to, the following information:

1. Connection times;
2. Languages;
3. Identification of the consumer;
4. Identification of the individual interpreter/translator;
5. Name of the call taker;
6. Duration of call; and
7. CENTER Department/facility.

The CENTER will accept a code unique to each interpreter as interpreter identification. The RESPONDENT will provide additional reports upon request by the CENTER facilities/departments.

**F. SERVICE REQUIREMENTS**

The RESPONDENT must provide telephonic interpreter services directly to the CENTER staff or consumers at various facilities. Services include, but are not limited to, assisting non-English or limited-English speaking individuals in the appropriate foreign language and providing assistance translating any medical information in a timely manner. This service must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, and consumers must receive access to an interpreter within thirty (30) seconds of connection of telephone calls. In addition, interpretation services can be provided through audio-visual equipment, utilizing a HIPAA-compliant platform of the CENTER'S choosing, or approved by CENTER upon contract award.

**G. TRANSLATION SERVICES TO BE RENDERED**

RESPONDENT shall provide expert translation staff and services to CENTER on an as-needed basis. Among other tasks, the translator will assist individuals with completing forms, reading to or instructing consumers either on the telephone, in person, or on voice recordings, and preparing translated text or websites, X (formerly Twitter), Facebook or other social media platform posts/notifications, forms/brochures/literature, the latter of which may require the translator to utilize specialized graphic design software to input translated text. Translation types include, but are not limited to, the following:

1. Audio recording
2. Written
3. Social Media
4. Graphic Design
5. Service/Program/Event Literature

**H. GENERAL SCOPE**

1. Core and Non-Core Languages

RESPONDENT will, at minimum, provide the interpretation/translation services in the following languages: Arabic, ASL, Burmese, Farsi, Korean, Somali, Spanish, Vietnamese, French, Karin, Swahili, Cantonese, Mandarin. RESPONDENT will state any additional language(s) it offers as Core Language(s) for the services described in this RFP. These Core Languages must be continuously available for the term of the awarded contract.

2. Administrative Requirements

- a. RESPONDENT will provide a single, toll-free, nationwide 1-800 number to access all services.
- b. RESPONDENT will provide service utilization tracking and billing through the use of Access Codes, User IDs or other mechanism that differentiates the many departments within the CENTER.
- c. RESPONDENT, upon contract execution, and as requested, will provide a copy of procedures/policies and training on how to request and access services for all CENTER employees who will be operating in this capacity, at no cost to the CENTER. The training, at a minimum, will include hard copy document and/or web based documentation of the processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution. The RESPONDENT will submit any changes to the Policies and Procedures to the CENTER within two (2) weeks of the revision.

3. Translator and Interpreter Qualifications (Individual)

The RESPONDENT shall utilize interpreters who/that:

- a. Are thoroughly knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable, unless the potential translator was raised within the United States or has spent significant time in this country and is directly knowledgeable regarding US domestic culture. Any potential issue regarding this requirement/ prohibition or a particular translation request must be brought to the attention of the CENTER for resolution.
- b. Have been screened and tested for proficiency in both written and English and the target language(s) with affiliation/accreditation by the American Translators Association or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.
- c. Are able to read and write at an appropriate level for the target audience(s).
- d. Are linguistically accurate, culturally appropriate and technical consistent with the original documentation or verbal commentary.
- e. Are able to act as a bridge, providing the CENTER with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.

- f. Are able to provide simultaneous interpretation, when requested.
- g. Are knowledgeable of and comply with HIPAA-related privacy guidelines.
- h. Are aware of affidavits and statements for truth in reference to the consistency in terminology, syntax, and style.
- i. Are United States citizens or legal residents of the United States, and eligible for employment in the United States as verified through the Federal E-Verify system.

4. Interpretation Services

a. **Telephone Interpretation Services**

- i. The RESPONDENT will provide conference-calling services and capabilities.
- ii. Telephonic interpretation services may be scheduled with twenty-four or more hours' advanced notice when the need is known, or may be requested with less than twenty-four (24) hours' advanced notice. Once a request is made, services must be available immediately.
- iii. Telephonic interpretation services will be required for events of varying duration and will be charged at a per minute rate.
- iv. Emergency Interpretation Services. RESPONDENT will provide interpretation services in an emergency situation, such as a natural disaster, during or after regular business hours. Emergency situations include, but are not limited to the capacity to support an increased volume of calls and provide accurate information to callers from the general public that may call the CENTER for information. The RESPONDENT must be willing and able to participate in briefing activities related to emergency operations when/if it becomes activated.

b. **Onsite Interpretation Services**

- i. The RESPONDENT will provide interpreters in person, on site or otherwise, when required. In person interpreters will be scheduled approximately twenty-four (24) hours or more in advance, when the need is known. In person services may be requested with less than twenty-four (24) hours' advanced notice if need is not known ahead of time. If requested with less than twenty-four (24) hours advanced notice, RESPONDENT shall make an interpreter available within one (1) in person, or make arrangements with the CENTER facility/department to immediately provide services through telephonic or audio visual device, as needed.
- ii. RESPONDENT's interpreter shall be proficient in simultaneous interpretation in which the interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is spoken.
- iii. When more than one (1) interpreter is available for an assignment, the RESPONDENT will assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested.
- iv. If it is anticipated that interpreter services will be needed in excess of eight (8) consecutive hours for a single session, the CENTER and RESPONDENT will mutually determine if more that one (1) interpreter will be required or if the same interpreter will work for the full required duration.
- v. An interpreter will be physically present at the assigned location, including locations with security or other special requirements, and will abide by all such security and special requirements.
- vi. The CENTER will have the ability to request a specific interpreter for the specific language interpretation for onsite services, if the request is placed in advance of the actual time it is needed, in the manner detailed in the RESPONDENT's proposal.

5. Written Translation Services

- a. RESPONDENT will provide written document translation services for the Core Language(s) if offers and provide a listing of any additional Non-Core Language(s) it offers. RESPONDENT will provide document translation services from English to source language and/or from source language to English.
- b. RESPONDENT will provide review, editing, and proofreading services for previously translated documents.
- c. RESPONDENT will manage document translations electronically. RESPONDENT must be capable of receiving source language documents by e-mail, facsimile or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), US Postal Service or courier delivery. The



typical delivery is expected to be by e-mail or facsimile or other electronic means. Completed orders should be returned electronically, preferably by e-mail, to the address specified on the request. If the resulting document(s) is too large to be transmitted via email or in a compressed format, documents will be accepted on a Read/Write CD or DVD or flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by CENTER only when pre-approved and a result of the request.

- d. Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-matter detail; and retain fluency. The contractor must also provide translated materials that meet the following requirements:
    - i. Accurate content
    - ii. Correct Spelling
    - iii. Correct Grammar
    - iv. Correct language structure (while remaining faithful to English content)
    - v. Appropriate manner for target audience, taking into consideration:
      1. Reading level;
      2. Culturally appropriate terminology and content;
      3. Clarity of message (easy to read);
      4. Regional dialect and idiomatic differences.
    - vi. Appropriate formatting to match the layout of the original document.
  - e. The RESPONDENT will use universally accepted software compatible with the source documents, such as Microsoft Word, Excel, PageMaker, QuarkXPress, etc.
  - f. The translated documents must be checked by proficient translators of source documents, requiring twenty (20) or fewer pages of target language translation. The translation will be completed within five (5) business days from the day the CENTER sends the source language document electronically to RESPONDENT or seven (7) business days from the date CENTER send the source language document via overnight delivery such as Priority US Mail, UPS, FedEx, etc. The timeframe for source language documents longer than twenty (20) pages will be one (1) week, plus one (1) additional day per ten (10) additional pages, or portion thereof, of target language.
  - g. Expedited Translation Services: The RESPONDENT will provide expedited written translation services when requested by CENTER. Expedited written document translation will be continuously available for Core languages. Expedited written translation documents will be completed within one (1) calendar day from the day the CENTER sends the source language document electronically or two (2) calendar days from the day the CENTER sends out the source language document via overnight delivery such as U.S. Mail, UPS, FedEx etc. to the Contractor for up to ten (10) pages, or portion thereof, of target language translation.
    - i. In the event of an emergency "event" (e.g., natural disaster, bioterrorism, or other public safety related emergencies) the RESPONDENT will provide expedited translation services for press releases within the following timeframes.
      1. Translate up to ten (10) press releases (each up to 1 page in length) per month in Spanish with under three (3) hours of turnaround time; and
      2. Translate up to ten (10) press releases (each up to 1 page in length) per month in other core and non-core languages with under five (5) hours of turnaround time.
6. Video Remote (Audio Visual) Interpretation Services
- a. The RESPONDENT will provide video remote interpreting Monday - Friday between the hours of 8:30 a.m. and 5:30 p.m. Central Standard Time (CST), upon request by the CENTER for Core Languages within forty-five (45) minutes of the time services are requested.
  - b. The video remote (audio visual) interpretation system must be compatible with CENTER devices, and have a camera with a minimum resolution of 1080p60 (1920x1080 pixels, at sixty [60] frames per second), as stated in the National Association for the Deaf's Minimum Standards for Video Remote Interpreting Services. RESPONDENT's system must be outlined in its Response and approved by CENTER upon Contract award.
  - c. Connection to the internet is required.

## I. BILLING

### 1. Telephonic Interpretation Services

Telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate. Partial minutes or any portion of a full minute may be rounded up to the next highest minute. Length of the call is measured from the time the appropriate target language interpreter is on the line and able to act as an intermediary to the time CENTER staff terminates the call. Response times or wait times

will not be included in the billable call time. Wait times includes, but is not limited to, time spend in the contractor's call menu system, with a dispatcher or in a que for an interpreter.

## 2. Onsite Interpretation Services

Language interpretation services for core languages and non-core languages are provided at the per hour rate(s) in RESPONDENT proposal, with a one (1) hour minimum of billable time. At the time of the assignment the RESPONDENT will be notified whether the assignment is for a specific activity or an identified timeframe (i.e. 9 a.m. to 12 p.m.). If the assignment is for an identified timeframe that is greater than one (1) hour, the billing will proceed at 10-minute billing increments for face-to-face interpretation. For a defined timeframe assignment, CENTER reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location. For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30-minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30-minute lunch period), not for 2 hours per hearing or 8 hours. Moreover, if the last hearing ran until 3:20 p.m. the billing would be for 6 hours and 20 minutes, less 30-minute lunch period or 5 hours and 50 minutes. Or stated another way, the billing for on-site interpreters will be for the duration of the identified timeframe, the initial 1-hour period from 9-10 a.m. and the duration of time after 10:00 a.m. in 10-minute increments, less a lunch period.

If the contractor must travel more than thirty (30) miles one way or sixty (60) miles around trip from a Base of Operations, the RESPONDENT will be responsible for reimbursing for mileage in accordance with CENTER travel regulations. CENTER will not reimburse mileage for less than thirty (30) miles one way or sixty (60) miles round trip. Invoices will include the number of hours of service that was provided and total mileage traveled with required documentation

For a request for onsite interpretation that is canceled with less than twenty-four (24) hours' notice, CENTER will pay the RESPONDENT the one (1) hour minimum billable time.

If the RESPONDENT must utilize the services of a translator who must travel in order to provide services, the RESPONDENT will provide the name of the interpreter and the business address which serves as his/her base of operations. The information will be used for verification of mileage charges and appropriateness of onsite interpreter assignments. **The RESPONDENT should clearly indicate this information as "Proprietary" in its Response to avoid disclosure of confidential information.**

## 3. Written Translation Services

Billing for translation services will be based on the word count, using the MS Word count feature, of the original document.

- a. If the document being translated is greater than 150 word, the RESPONDENT will bill at a per word rate per the pricing in its Response.
- b. If the document being translated is less than 150 words, or if the revisions/updates are being requested to a previously translated document and the portion that is to be revised and/or updated is less than 150 words, the RESPONDENT will bill at a flat fee rate. RESPONDENT is advised that there may be requests that require formatting only. For purposes of these categories, formatting involves manipulation of text that does not require translation. For requests of this nature, the minimum charge will be paid for each request.

## 4. Video Remote (Audio/Visual) Interpretation Services

Video Remote Interpreting services will be billed in sixty (60) seconds or one (1) minute increments during both standard hours and non-standard hours at the per minute rate specified in the Response.

## J. INVOICING

All invoices will be submitted to Center by the tenth (10<sup>th</sup>) calendar day of the month following the month of services being billed. The information required on each invoice will include, but not be limited to, the following:

1. Service Type
2. Billing Unit
3. Unit Rate

4. Duration of service/call
5. Total cost of each service/call
6. Language(s)
7. Identification of the individual interpreter/translator (Unique ID acceptable)
8. Identification of Consumer
9. Name of call taker
10. CENTER department/facility requesting the service/call

## 005 - ASSURANCES

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Bid, unless so described in the RFP document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Health and Human Services Commission ("HHSC") and no member of CENTER'S Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Bid must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts CENTER'S right to cancel the RFP at any time prior to contract award.
7. Proposer accepts CENTER'S right to alter the timetables for procurement as set forth in the RFP.
8. The Bid submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Bid submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Bid or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Bid documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Tax Code, Title 2, Subchapter F, Chapter 171, Subchapter H and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A and F.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Bid. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Bid is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Bid has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Bid is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Bid is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Bid is true and correct.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signing Authority

\_\_\_\_\_  
Date

## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is for a period of three (3) years with two (2) optional one (1) year renewals. The CENTER shall have the option to extend under the same terms and conditions. All extensions shall be in writing and signed by President/CEO, or their designee, after approval by the CENTER'S Board of Trustees. The CENTER may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

## 007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213 at 2:00PM Central Standard Time (CST), on January 26, 2024.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201

Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Proposers are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their questions pertaining to this RFP to Chelsey Turner, Contract Administrator, by email to [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), please carbon copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org), before February 1, 2024 at 12:00PM Central Standard Time (CST). Please refrain from contacting the CENTER'S Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the February 1, 2024 12:00PM CST deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the CENTER. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CENTER shall not be binding on the CENTER. Respondents are encouraged to resubmit their questions in writing, to the CENTER staff identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the CENTER with enough information to properly evaluate proposals.

Respondents must submit a hard copy proposal. Submit one (1) original, signed in ink and five (5) copies of the proposal and one (1) USB containing a copy of the entire proposal in either Microsoft Word or PDF format.

### TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment D.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER'S licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

## 009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The CENTER reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

### Instructions for Submitting Proposals

Respondent shall submit one **(1)** original, signed in ink, five **(5)** hard copies and one **(1)** USB drive which contains the Proposal in either Microsoft Word or PDF format in a sealed package clearly marked with the project name, "**Interpretation and Translation Services, RFP 2024-003**" on the front of the package by no later than 12:00 P.M. Central Standard Time (CST), on February 21, 2024. Responses may be delivered by regular mail, special carrier, or hand delivery to the CENTER'S administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. **Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award.** Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. The CENTER reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the CENTER and its consumers. It is the CENTER'S intent to evaluate proposals, and/or services in order to achieve the best value for CENTER employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one (1) or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other

partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Senior Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **010 - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) CENTER Board of Trustees regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an agenda item; and 2) CENTER employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with CENTER employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, Central Standard Time (CST), February 1, 2024. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Chelsey Turner**  
**Contract Administrator**  
**Center for Health Care Services**  
[CTurner@chcsbc.org](mailto:CTurner@chcsbc.org) (Carbon Copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org))

Questions submitted and the CENTER'S responses will be posted with this solicitation to the CENTER'S website.

CENTER'S reserves the right to contact any Respondent to negotiate if such is deemed desirable by CENTER. Such negotiations, initiated by CENTER staff person(s), shall not be considered a violation by Respondent of this section.

## **011 - EVALUATION OF CRITERIA**

The CENTER will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CENTER may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The CENTER may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CENTER reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the CENTER'S Board of Trustees. It should be understood

that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (40 points)

Price Schedule (25 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

## **012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

The CENTER reserves the right to award one(1), more than one (1) or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to CENTER, as determined by the selection committee, upon approval of the CENTER'S Board of Trustees.

The CENTER may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CENTER. However, final selection of a Respondent is subject to CENTER'S Board of Trustees approval.

The CENTER reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. CENTER also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The CENTER reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the CENTER. If a firm is selected, the firm will be required to execute a contract. If CENTER funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until CENTER signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on CENTER until approved by the CENTER'S General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, CENTER reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit CENTER to enter into a Contract, award any services related to this RFP, nor does it obligate CENTER to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the CENTER for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that CENTER shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.



**013 - SCHEDULE OF EVENTS**

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date: January 22, 2024  
 Pre-Submittal Conference: 2:00PMCST on January 26, 2024  
 Final Questions Accepted: 12:00PM CST on February 1, 2024  
 Proposal Due: 12:00PM CST on February 21, 2024

**014 - INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE**

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CENTER'S Contract & Procurement Division, which shall be clearly labeled "**Interpretation and Translation Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CENTER. The CENTER shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CENTER'S Contract & Procurement Department. No officer or employee, other than the CENTER'S Senior Director of Contracting & Procurement, shall have authority to waive this requirement.

The CENTER reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CENTER'S Senior Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will CENTER allow modification whereby CENTER may incur increased risk.

A Respondent's financial integrity is of interest to the CENTER; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the CENTER, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CENTER'S Senior Director of Contracting & Procurement, when deemed necessary and

prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by CENTER'S Senior Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the CENTER, the CENTER shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CENTER at the address provided below within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services  
Attn: Contracting & Procurement Division  
6800 Park Ten Blvd.  
Suite 200-S  
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CENTER, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CENTER, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the CENTER is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability, and automobile liability policies will provide a waiver of subrogation in favor of the CENTER.
- Provide advance written notice directly to CENTER of any suspension, cancellation, non-renewal, or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to CENTER. CENTER shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the CENTER may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CENTER shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CENTER shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below.

### **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT'S cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

**015 - RFP ATTACHMENTS**

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION FORM**

1. **Respondent Information:** Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

UEI NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE?  Yes  No (If yes, attach all applicable current certifications.)

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFB solicits Bids to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Gross Revenue:  \$100K or less  \$101K–\$500K  \$501K–900K  \$901K–\$2.5M  \$2.5M or more

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

**2. Contact Information:** List the one person who the CENTER may contact concerning your Bid or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes  No If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

**5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

**6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes  No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes  No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  Yes  No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

\_\_\_\_\_  
\_\_\_\_\_

**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes  No If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

\_\_\_\_\_  
\_\_\_\_\_

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes  No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes  No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes  No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?  Yes  No

**12. Background Checks:** Has the Respondent completed criminal history background checks on all current employees?

Yes  No

## REFERENCES

Provide three (3) references that Respondent has provided services related to the RFB Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_



## RFP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's company history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the type of service included in this Solicitation, number of customers in Texas and areas covered in Texas.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four (4) years.
3. Describe Respondent's specific experience with clients, especially large organizations with multiple locations. If Respondent has provided services for the CENTER in the past, identify the name of the contract and service provided.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. How many interpreters and translators will be available to the CENTER under this statement of work?
8. Please feel free to include any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
9. List all licenses, credentials, certifications, and/or accreditations the Respondent and its interpreters and translators currently hold. Include the name of accrediting/certifying agencies that are accepted by the Respondent as industry standard for the services outlined in this Solicitation.

## **RFP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

Prepare and submit the following items. All questions must be answered.

1. Provide a list of all Core and Non-core Language(s) available for each service type listed within this Solicitation.
2. Describe the Respondent's process for verifying certification/licensure of interpreters and translators that will render services under a contract with the CENTER.
3. Describe the Respondent's criminal history, background, and E-Verify check processes to include frequency.
4. Describe the Respondent's oversight process. How does the Respondent ensure that services are being rendered as outlined in the Solicitation? How and how often does the Respondent re-verify the certification and ongoing training of its interpreters and translators?
5. Please provide a copy of the Respondent's ongoing training curriculum for its interpreters and translators.
6. Describe the process for accessing/requesting services both scheduled, and non-scheduled.
7. Describe the Respondent's process for requesting a specific provider.
8. Describe the Respondent's Customer Service process and Technical Assistance plan to include hours of operation.
9. Describe the Respondent's Grievance Procedure and Complaint Resolution process.
10. Please provide a copy of the Respondent's HIPAA Compliance Policy.
11. Describe the Respondent's technical specifications and equipment for rendering the services outlined in this Solicitation. Include phone, audio/visual, and document translation capabilities, and specify any technical requirements on the part of the CENTER.
12. Describe the Respondent's billing procedures and how Respondent will identify the various CENTER locations requesting services, in order to provide reporting as outlined in the Solicitation.

**RFP ATTACHMENT B  
PRICE SCHEDULE**

The proposal should include all fees to provide services listed in this RFP. Price proposed is a Firm Fixed Price for the duration of the contract term.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

<b><u>Service Type</u></b>	<b><u>Unit</u></b>	<b><u>Rate Per Unit</u></b>
<b>Telephone Interpretation</b>	Per Minute	\$_____Per Minute
<b>On-Site Interpretation</b>	Per Hour (Billed in 10-minute increments after the first hour)	\$_____Per Hour
<b>Remote Video (Audio Visual) Interpretation</b>	Per Minute	\$_____Per Minute
<b>Document Translation</b>	Standard Priority – Up to 150 pages	
	Per Document	\$_____Per Document
	Standard Priority – Over 150 pages	
	Per Word	\$_____Per Word

**RFP ATTACHMENT C  
SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date

**RFP ATTACHMENT D**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*Assurances Page	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment C	
Proposal Checklist RFP Attachment D	
One (1) Original, five (5) copies and one (1) USB with entire proposal in either Microsoft Word or PDF format	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**