

REQUEST FOR PROPOSAL ("RFP") (RFP-2024-017) for Interpretation and Translation Services

Release Date: 04/22/2024

Revised: 05/10/2024

Proposals Due: 05/23/2024 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	
006 - TERM OF CONTRACT	
007 - PRE-SUBMITTAL CONFERENCE	
008 - PROPOSAL REQUIREMENTS	
009 - SUBMISSION OF PROPOSAL	
010 - RESTRICTIONS ON COMMUNICATION	
011 - EVALUATION OF CRITERIA	
012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS	
013 - SCHEDULE OF EVENTS	
014 - INSURANCE REQUIREMENTS	
015 - RFP ATTACHMENTS	

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 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-five 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 within the Scope of Services below.

A. <u>GENERAL REQUIREMENTS</u>

1. Administrative Requirements

- i. RESPONDENT will provide a single, toll-free, nationwide 1-800 number to access all services.
- ii. RESPONDENT will provide service utilization tracking and billing through the use of Access Codes, User IDs or other mechanism that differentiates several departments within the CENTER.
- iii. RESPONDENT shall maintain a list of all mandatory training requirements for its interpreters and provide a training plan to CENTER. Training plan should include curriculum that covers the following topics:
 - 1. U.S. Insurance, healthcare, legal and financial systems;
 - 2. Overview of cultures and language elements;
 - 3. Overview of common insurance, healthcare, legal and financial processes and routines, industry-specific terminology and acronyms, culture of industry and additional vocabulary;
 - 4. Interpreting protocols and procedures;
 - 5. Cultural awareness and sensitivity;
 - 6. Professionalism, ethics, and boundaries;
 - 7. Confidentiality, including HIPAA, and 42 CFR Part 2
- iv. 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.
- v. RESPONDENT, upon contract execution, shall participate in implementation and operational meetings either in person, by phone or through virtual meeting platform, as directed by CENTER.
- vi. 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. Part 2), and the Texas Administrative Code, including patient privacy requirements specific to the care of minors, and any other applicable federal and state laws includes including, but is not limited to, the following components:
 - 1. Interpreters shall not divulge any information learned in the performance of professional duties.
 - 2. 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.
 - 3. 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.

2. 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). If RESPONDENT is capable of recording calls/video calls, all calls/video calls are to be stored for a minimum of thirty (30) days. For audio-visual services, RESPONDENT shall use a HIPAA-compliant platform of the CENTER'S choosing, or approved by CENTER upon contract award.

- Required Languages RESPONDENT will, at minimum, provide the interpretation/translation services in the following languages:
 - American Sign Language (ASL)
 - Arabic
 - Burmese
 - Cantonese
 - Farsi

- French
- Karin
- Korean
- Mandarin Somali
- Spanish
- Swahili
- Vietnamese
- These languages must be continuously available for the term of the awarded contract. The CENTER, at its sole discretion, may award one (1) or more contract(s) to ensure all required languages can be accommodated.

Staffing 4.

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.

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

- i. Certification and Employment Requirements: RESPONDENT shall substantiate the following information, and maintain documentation regarding the following:
 - 1. All interpreters, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry.
 - 2. 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. Certification must be maintained for the duration of the Contract term, and copies of current certifications must be provided to CENTER, as required.
 - 3. The certification must have resulted from a competency test to measure the interpreter's level of skill in the applicable language(s).
 - Interpreters have successfully completed any ongoing training/re-training required to 4. maintain certification.
 - 5. Interpreters have at least two (2) years of experience working for the state, local or federal government or a recognized organization as a contracted medical/legal 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.
 - 6. All interpreters are enrolled in RESPONDENT'S training plan, and evidence successful completion of required trainings, as outlined in RESPONDENT'S training plan.
 - 7. All interpreters take an annual re-assessment test.
 - 8. All interpreters have passed a criminal history and background check in accordance with Title 4, Subtitle B, Chapter 250 of the Texas Health and Safety Code.
 - 9. All interpreters are eligible to work in the United States as evidenced by confirmation of employment authorization by E-Verify.
 - 10. American Sign Language (ASL): In accordance with the CENTER'S Local Mental Health Authority Performance Agreement with the Texas Health and Human Services Commission (HHSC), RESPONDENT shall utilize, at minimum, a Level Three-certified

sign language interpreter for consumers with hearing impairment who request or require sign language interpreter services.

ii. Coverage

Coverage for both telephonic/audio-visual and on-site interpretation services shall be adequate to meet the needs of the CENTER.

5. Confidentiality, Ethics and Professionalism

- i. <u>Ethics:</u> RESPONDENT shall require its interpreters to sign acknowledgement forms agreeing to uphold professional and ethical standards. Such standards shall include, but not be limited to the concepts of cultural sensitivity and respect, impartiality, and non-discrimination.
 - 1. Interpreters shall disclose and real or perceived conflict of interest which could affect their objectivity in the delivery of services. (e.g. Providing interpretation or translation services to a family member or friend may violate the individual's right to confidentiality or constitute a conflict of interest.)
 - 2. Interpreters who are unable to perform ethically in an assignment shall refuse or withdraw from the assignment without threat or retaliation.
- ii. <u>Professionalism:</u> RESPONDENT shall require all interpreters to conduct themselves professionally including accurate interpretation/translation, demonstrating appropriate boundaries with clients, accurate self-representation with certification and skills, completing professional development and training when needed, demonstrating cultural competence, and acting as a professional advocate for CENTER consumers when on assignment.
- iii. <u>Confidentiality:</u> RESPONDENT shall ensure that all interpreters abide by the RESPONDENT'S confidentiality policy, as outlined in Section A.1.vi of this Scope of Services.

6. Invoicing

All invoices will be submitted to Center by the tenth (10th) 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:

- i. Service Type
- ii. Billing Unit
- iii. Unit Rate
- iv. Duration of service/call
- v. Total cost of each service/call
- vi. Language(s)
- vii. Identification of the individual interpreter/translator (Unique ID acceptable)
- viii. Identification of Consumer
- ix. Name of call taker
- x. CENTER department/facility requesting the service/call

Specific information regarding billable time by service type can be found in Section B, below.

7. Reporting

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 to include, but not be limited to, the following information:

- i. Name of the RESPONDENT'S call taker scheduling appointment;
- ii. CENTER representative requesting the service;
- iii. Connection times;
- iv. Languages;
- v. Identification of the consumer;
- vi. Identification of the individual interpreter/translator;
- vii. Duration of call; and
- viii. CENTER's unit number requesting service.

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.

B. <u>SERVICE TYPES AND REQUIREMENTS.</u> The RESPONDENT shall provide Interpretation and Translation services to the CENTER as outlined below. The CENTER, at its sole discretion, may award one (1) or more contract(s) to ensure all required service types can be provided.

1. Telephone or Audio-Visual Device Interpretation Services (Scheduled and On-Demand)

The RESPONDENT shall provide telephonic and/or audio-visual interpreter services directly to the CENTER staff or consumers at various facilities. RESPONDENT shall have the capability to provide this service for the required languages, as detailed in Section A.3 of this Scope of Services. Services will involve a CENTER representative and a CENTER consumer and will include, but are not limited to, assisting non-English or limited-English speaking individuals, or individuals who are deaf or hearing impaired, in the appropriate foreign language/ASL and providing assistance translating any health 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, following the same availability and response requirements outlined above.

For Telephonic 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 if the need is not known. 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, 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.

For Audio-visual services

- i. The RESPONDENT shall provide video remote interpreting Monday Friday between the hours of 8:30 a.m. and 5:30 p.m. Central Standard Time (CST), and "On-Demand" upon request by the CENTER within forty-five (45) minutes of the time services are requested.
- ii. The 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.
- iii. Connection to the internet is required.

Invoicing

Services shall be invoiced 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 time is defined as, time spent in the RESPONDENT'S call menu system, with a dispatcher or in a queue for an interpreter. Per minute rates are applicable to all telephonic or audio-visual services, regardless of the time of service, or the length of advance notice, if any.

2. On-Site Interpretation and Translation Services (Scheduled and On-Demand)

The RESPONDENT shall provide on-site Interpretation and Translation services to CENTER consumers, providing health, business, and/or legal interpretation in either a public, private, or community facility environment for emergency and non-emergency situations. RESPONDENT shall have the capability to provide this service for the required languages, as detailed in Section A.3 of this Scope of Services. A majority of services will be provided during normal business hours; Monday through Friday from 8:30 A.M. to 5:30 P.M. Central Standard Time (CST). However, in the event of an emergency CENTER would need an immediate response. The CENTER will attempt to give twenty-four to forty-eight hours' advanced notice for non-emergencies, and to utilize telephonic or audio-visual options when possible in the event of an emergency.

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) hour of requested service time 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. 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.
- v. 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, and RESPONDENT will make every effort to accommodate the request, if possible.

Invoicing

Services for core languages and non-core languages shall be invoiced at the per hour rate(s) in RESPONDENT'S proposal, with a two (2) 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 two (2) hours, the billing will proceed at 15-minute billing increments. On-demand fee, if applicable, can only be charged when twenty-four (24) hours' notice was not provided.

3. Written Translation Services

- i. RESPONDENT will provide written document translation services for the required language(s) it offers and provide a listing of any additional language(s) that may be available. RESPONDENT will provide document translation services from English to source language and/or from source language to English.
- ii. RESPONDENT will provide review, editing, and proofreading services for previously translated documents.
- iii. RESPONDENT will manage document translations electronically. RESPONDENT must be capable of receiving source language documents by e-mail, fax, 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, fax, 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.
- iv. 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:
 - 1. Accurate content
 - 2. Correct Spelling
 - 3. Correct Grammar
 - 4. Correct language structure (while remaining faithful to English content)
 - 5. Appropriate formatting to match the layout of the original document
 - 6. Appropriate manner for target audience, taking into consideration:
 - a. Reading level;
 - b. Culturally appropriate terminology and content;
 - c. Clarity of message (easy to read);
 - d. Regional dialect and idiomatic differences.
- v. The RESPONDENT will use universally accepted software compatible with the source documents, such as Microsoft Word, Excel, PageMaker, QuarkXPress, etc.

- vi. The translated documents must be checked by proficient translators of source documents, requiring twenty (20) or fewer pages of target language translation.
- vii. The translation will be completed within the timeframe agreed upon by RESPONDENT and CENTER for each project assigned.
- viii. The RESPONDENT shall have the ability to translate the following items:
 - 1. Medical, legal, or financial documents
 - 2. Marketing Materials
 - 3. Social Media Posts
 - 4. Graphics
 - 5. Audio recordings

Invoicing

Services will be invoiced based on the word count, using the MS Word count feature, of the original document.

- i. If the document being translated is greater than 150 words, the RESPONDENT will bill at a per word rate per the pricing in its Response.
- ii. 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.

The Proposer assures the following (signature required):

- That all addenda and attachments to the REP as distributed by CENTER have been received. 1.
- 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.
- That no employee of CENTER or Health and Human Services Commission ("HHSC") and no member of CENTER'S Board of 4. 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.
- Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP. 5.
- Proposer accepts CENTER'S right to cancel the RFP at any time prior to contract award. 6.
- Proposer accepts CENTER'S right to alter the timetables for procurement as set forth in the RFP. 7.
- The Bid submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with 8. another party for the purpose of restricting competition.
- Unless otherwise required by law, the information in the Bid submitted by the Proposer has not been knowingly disclosed by the 9. 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.
- CENTER has the right to complete background checks and to verify information submitted by a Proposer. 11.
- The individual signing this document and the contract is authorized to legally bind the Proposer. 12.
- The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct. 13.
- All cost and pricing information is reflected in the Bid documents or attachments. 14.
- That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract. 15.
- That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant 16. 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.
- Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of 17. 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.
- Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or 18. 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.
- No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or 19. 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.
- Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code 22. Section 412.54(c).
- That all information provided in the Bid is true and correct. 23.

Company Name:	
Contact Person:	
Address:	
Telephone:	
Signature:	
Printed Name of Signing Authority	Date

Printed Name of Signing Authority

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, 2nd Floor, San Antonio, Texas 78213 at 11:00 A.M. Central Standard Time (CST), on April 29, 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. 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 <u>CTurner@chcsbc.org</u>, please carbon copy <u>Contracts@chcsbc.org</u>, before May 6, 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 May 6, 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.

<u>GENERAL INFORMATION FORM</u>. 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.

<u>SIGNATURE PAGE</u>. 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 <u>not</u> 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 2024-017" on the front of the package by no later than 12:00 P.M. Central Standard Time (CST), on May 23, 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.

<u>Modified Proposals.</u> 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.

<u>Correct Legal Name</u>. 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.

<u>Firm Offer.</u> 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.

<u>Confidential or Proprietary Information</u>. 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.

<u>Cost of Proposal.</u> 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), May 6, 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 <u>CTurner@chcsbc.org</u> (Carbon Copy 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.

<u>Independent Contractor</u>. 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:	April 22, 2024
Pre-Submittal Conference:	11:00 A.M. CST on April 29, 2024
Final Questions Accepted:	12:00 P.M. CST on May 6, 2024
Proposal Due:	12:00 P.M. CST on May 23, 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	For <u>B</u> odily Injury and Property Damage of
Insurance to include coverage for the following:	\$1,000,000 per occurrence;
a. Premises operations	\$2,000,000 General Aggregate, or its
b. Independent Contractors	equivalent in Umbrella or Excess Liability
c. Products/completed operations	Coverage
d. Personal Injury	
e. Contractual Liability	
 Damage to property rented by you 	f. \$100,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and
a. Owned/leased vehicles	Property Damage of \$1,000,000 per
b. Non-owned vehicles	occurrence
c. Hired Vehicles	

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 <u>additional insured</u> 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

۱.	Please tell us abou		Business is affil	on regarding the Respondent. iated with a large firm that includ	es multiple teams around
	Respondent Name	e:			_
	(NOTE: Give exact leg	gal name as it will appear on the	e contract, if awarde	d.)	
	Doing Business As	s: (other business name,	if applicable):		-
	Business Address:	:			_
	City:	Stat	e:	Zip Code:	
	Telephone No.:		Fax No	0.:	_
	Website address:_				
	Year established:				
	Provide the number	er of years in business un	ider present nan	ne:	
	Social Security Nu	Imber or Federal Employe	er Identification I	Number:	
	Texas Comptroller (NOTE: This 11-digit n	r's Taxpayer Number, if a number is sometimes referred to	pplicable: as the Comptroller	's TIN or TID.)	
	UEI NUMBER:				
	Is Business a certi	ified HUB, SBE, M/WBE,	or VBE? □Yes	$\Box No$ (If yes, attach all applicat	ole current certifications.)
	Business Structure	e: Check the box that ind	licates the busin	ess structure of the Respondent.	
	 ☐ Individual or \$ ☐ Partnership 	Sole Proprietorship If ch	iecked, list Assu	imed Name, if any:	
	□ Corporation	If checked, check one:		•	
		Also, check one:		□ Foreign	

Printed Name of Contract Signatory:

interest in the Business (attach additional pages as necessary).

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 v			:
-	Telephone No		Fax No:	
1	Annual Gross Revenue: 🗆 \$10	0K or less □ \$101K-	-\$500K 🗆 \$501K–900K	□ \$901K–\$2.5M □ \$2.5M or mor
-	Total Number of Employees:			
-	Total Number of Current Clients	/Customers:		
	Contact Information: List the meetings.	one person who the	CENTER may contact co	ncerning your Bid or setting dates for
I	Name:	Title:		
,	Address:			
(City:	State:	Zip Cod	e:
-	Telephone No		Fax No:	
I	Email:			
	☐ Yes ☐ No List the name and business add interest in the Business (attach			a 10% or more ownership or control
4. 1	Is Respondent authorized and/o	or licensed to do busi	ness in Texas?	
	□ Yes □ No If "Yes", list 	authorizations/licen	ses.	
5. \	Where is the Respondent's cor	porate headquarters	located?	
6. I	Local/County Operation: Doe	s the Respondent ha	ave an office located in Sa	n Antonio, Texas?
	□ Yes □ No If "Yes", res	spond to a and b belo	ow:	
á	a. How long has the Respond	ent conducted busine	ess from its San Antonio c	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:

 \Box Yes \Box 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?

 \Box Yes \Box 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?

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?

 \Box Yes \Box 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?

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

 \Box Yes \Box No

REFERENCES

<u>Provide three (3) references that Respondent has provided services related to the RFB Scope of Services to within the past three (3) years</u>. 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.

Contact Name:	Т	itle:
Address:		
City:		
Telephone No	Email	:
Date and Type of Service(s) Provided: _		
eference No. 2: Firm/Company Name		
Contact Name:		
Address:		
City:	State:	Zip Code:
Telephone No	Email	:
Date and Type of Service(s) Provided: _		
eference No. 3: Firm/Company Name		
Contact Name:	Т	ïtle:
Address:		
City:	State:	Zip Code:
Telephone No	Email	:

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. Indicate the pricing tier/level designation for each of the following required languages:
 - American Sign Language (ASL)

Farsi

Arabic

Karin

 Burmese Cantonese

- Korean Mandarin
- Somali

- Spanish Swahili
- Vietnamese
- 2. Provide a list of all other languages available for each service type listed within this Solicitation to include the pricing tier/level indication for each language.
- 3. Describe the Respondent's process for verifying certification/licensure of interpreters and translators that will render services under a contract with the CENTER.
- 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 5. outlined in the Solicitation? How and how often does the Respondent re-verify the certification and ongoing training of its interpreters and translators?
- Please provide a copy of the Respondent's training plan 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.
- 9. Describe the Respondent's Customer Service process and Technical Assistance plan to include hours of operation.
- Describe the Respondent's Grievance Procedure and Complaint Resolution process.
- 11. Please provide a copy of the Respondent's Confidentiality Policy to include HIPAA and 42 CFR compliance.
- 12. 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.
- 13. 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.
- 14. Describe the Respondent's ability to record audio or video calls. Include specifications of platform, storage software/system, and any other applicable technical information. Also include Respondent's recording retention policy including length of retention.

- French

RFP ATTACHMENT B PRICE SCHEDULE Revised 05/09/2024

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.

RESPONDENT shall include a complete listing of all available languages in each level/tier, as applicable.

I. A Telephonic Services Rate <u>per minute</u> for each language Level/Tier.		
Level/Tier I	\$	
Level/Tier II	\$	
Level/Tier III	\$	
Flat fee, if applicable		
On-Demand Fee	\$	
Cancellation Fee	\$	

I. B Audio-Visual Interpretation Services Rate per minute for each language Level/Tier.		
Level/Tier I	\$	
Level/Tier II	\$	
Level/Tier III	\$	
Flat fee, if applicable		
On-Demand Fee	\$	
Cancellation Fee	\$	

II. On-Site Interpretation Services Hourly rate for each language Level/Tier.		
Level/Tier I	\$	
Level/Tier II	\$	
Level/Tier III	\$	
Flat fee, if applicable		
On-Demand Fee	\$	
Cancellation Fee	\$	

III. Written Translation Services Flat fee for written translation of 150 words or less		
Level/Tier I	\$	
Level/Tier II	\$	
Level/Tier III	\$	
Rate per Word for	written translation of more than 150 words	
Level/Tier I	\$	
Level/Tier II	\$	
Level/Tier III	\$	

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.

	Initial to Indicate Document is
Document	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.