ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 4600 LNH3020 **Addendum No: 2** **Date of Addendum: 5/5/2020**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Add Contact:** Effective May 11, 2020, the Authorized Contact for solicitation, contractual and technical issues will change as follows:

Authorized Contact: Al Drayton
Procurement Specialist III
512-974-2298
Alfonso.Drayton@austintexas.gov

II. Clarifications:

C1. Revised Section 0500 Scope of Work, Section 4.0 Contractor Qualifications, Item 4.4 - "as a Licensed Court Interpreter by the Texas Commission of Licensing and Regulation with a master designation..." and replace with "as a Licensed Court Interpreter by the Judicial Branch Certification Commission (JBCC), under the provisions of Government Code, Chapter 157. Court Interpreters Licensing".

The revised Section 0500 Scope of Work is included with this Addendum. The specific revisions are provided below:

4.4 Each interpreter assigned to this contract shall be qualified as a Licensed Court Interpreter by the ~~Texas Commission of Licensing and Regulations~~ Judicial Branch Certification Commission (JBCC), under the provisions of Government Code, Chapter 157. Court Interpreters Licensing with a master designation that permits the interpreter to interpret court proceedings in all courts in the State of Texas, including justice courts and courts of record municipal courts. This certification shall be maintained throughout the term of the contract.

III. Questions:

Q1. Who is the incumbent Vendor?
A1. The incumbent Vendor is Silvia B. Kenig, Inc.

Q2. According to historic data, what is the average monthly utilization for all four service categories?
A2. Arraignments by phone is 120-150 per month. Other historical data is not available since it is not tracked separately. Contract usage information for MA 4600 NA140000167 is available online at Austin Finance Online at the link provided below:
https://www.austintexas.gov/financeonline/contract_catalog/OCCSearch.cfm

Q3. Reference; RFP pricing section (Excel Spread Sheet), Line Item No. 2.4 – According to historic data, what interpretation call percentage fell between the hours of 8:00 am – 5:00 PM?
A3. Approximately 32%.

Q4. What is the average length of a scheduled over-the-phone interpretation call?
A4. The average is 20 to 35 minutes.

Q5. Reference; RFP section 3.1.3.1 – How much is the current vendor compensated each time the City fails to contact the Contractor at least one (1) hour prior to interpreter's reporting time?
A5. Two hours at the scheduled rate.

Q6. Reference; RFP section 3.1.4 – Please clarify if this service category requires site translation and if so, how the current contractor charges for this service?
A6. Translation services may be requested on-site and unit of measure for the rate is cost per word.

Q7. Reference; RFP section 3.2 – How much is the current vendor reimbursing the City ("in excess of rate") when an interpreter fails to provide an interpreter for a scheduled session.
A7. The hourly rate invoiced to the City would be refunded.

Q8. Reference; RFP section 3.2 - How many times during the past three years have the City enforced this ("in excess of rate") penalty fee?
A8. No occurrences during the past three years.

Q9. Reference; RFP section 3.5 – If the City is unable to provide the Contractor at least 3 working days' notice of an ongoing change to an established schedule, may the bidder impose RUSH fees, and if so, where would the rate(s) be placed in the Pricing Table?
A9. This does not apply; however, if you have other non-specified services, the description, unit of measure and unit price can be provided in Category 5 on Section 0610 Price Sheet.

Q10. Reference; RFP pricing section (Excel Spread Sheet), Line Item No. 4.1 – Does the City require the off-site translator to be certified by the American Translator Association (ATA)?
A10. The off-site translator shall be licensed as outlined in this Addendum, number C1 by the JBCC, under the provisions of Government Code, Chapter 157. Court Interpreters Licensing, as well as, meet all other requirements requested in the RFP.

Q11. Can the City provide samples of documents/forms that are most commonly requested for translation, prior to bid submission?
A11. For more information, please visit the City department website at: http://www.austintexas.gov/department/municipal-court

Q12. Would you accept and consider rates based on tier pricing based on volume?
A12. Presence during court hours is required regardless of volume. Pricing for arraignments by phone is on-call 24/7.

Q13. Are you currently in a reciprocal relationship with national recognized MBE certifications such as the Women's Business Enterprise National Council (WBENC)?
A13. Contact the City's Small & Minority Business Resources Department at 512-974-7600, or online at: http://www.austintexas.gov/department/small-and-minority-business-resources-0 or by email at SMBRComplianceDocuments@austintexas.gov for information.

Q14. Are the credential requirements in section 4.0 Contractor Qualifications the same for the Category 2 phone interpreters as those for the Category 1 in-person interpreters? If not, how qualification requirements differ between categories?

A14. They are the same. Both requirements call for interpretation during a court setting.

Q15. If submitting a proposal for the provision of telephone interpretation *only*, may a vendor submit both its Interpreter Qualification Process and Quality Assurance Process in lieu of certifications, references, and qualifications for each of its hundreds of telephone interpreters?

A15. Requirements and certification are defined by the JBCC. All interpreters must meet these requirements as well as other requirements in the RFP.

Q16. Typically, over the phone interpretation is billed on a "per-minute" basis. Can a bidder provide "per-minute rates" instead of per-hour as shown in the Price Sheet? Are vendors permitted to charge *per minute* for telephone interpretation?

A16. The Intent is for the interpreter to immediately answer phone calls when interpretation is requested by phone. The rate per hour is intended to compensate for having an interpreter on stand-by. A rate per hour is required.

Q17. How far in advance are requests for scheduled in-person interpretation services provided?

A17. Interpreters are required on-site so the need is filled immediately.

Q18. How far in advance are requests for scheduled telephone interpretation services provided?

A18. Per the RFP, no more than a 5-minute response is required. The intent is for the interpreter to immediately answer phone calls when interpretation is requested by phone.

Q19. Are telephone interpretation services requested on a scheduled AND on-demand basis? Or just scheduled?

A19. Telephone interpretation services are not scheduled as docket times for arraignments They are on demand.

Q20. For Category 1 in-person interpreters for Interpreter Services at Municipal Court, Section 3.1.1 states that "Contractor must be on site during designated periods within the Municipal Court's business hours (office space is provided)", does this mean that one or a small team of interpreters will be scheduled to remain on-site during business hours to interpret as-needed, or will the contractor be expected to retain a pool of interpreters on standby to come to the court for interpretation assignments as requested/scheduled?

A20. Interpreters are required to be on-site during designated business hours as provided in the RFP.

Q21. Regarding Section 3.0 Contractor Performance Requirements, Section 3.2: If the Contractor fails to provide a qualified interpreter for a scheduled session at the time required, the Contractor shall reimburse the City for all costs in excess of rate under this contract – Is the City able to clarify what would be included under "all costs in excess of rate"?

A21. Costs in excess of the rate may vary and could include time for court personnel to reset the case and/or reimbursement for additional interpreters for other languages, or other costs as determined by the City.

Q22. Are timesheets, as described in Section 4.5, required for over-the-phone interpreters? May the contractor provide detailed call reports stating the interpreter's information and call start and end times in lieu of "timesheets"?

A22. Yes, as billing is by the hour, versus call times.

Q23. When will Questions & Answers be available?

A23. This Addendum No. 2 is available online on May 5, 2020.

Q24. Are the "costs" mentioned in Section 3.2 applicable to over-the-phone interpretation?

A24. No

Q25. I just want to ask if you will consider vendors for translation (as opposed to interpretation) only?
A25. Spanish language interpretation is the primary service requested for the RFP. Please review Section 0500, Scope of Work for the requirements. You may submit a proposal in response to the solicitation and it will be scored based the on the evaluation factors provided I in Section 0600, Proposal Preparation Instructions and Evaluation Factors.

Q26. Is it possible to bid for the written translation part only? Or are you looking for a vendor who can provide you with all the services mentioned at once?
A26. Spanish language interpretation is the primary service requested for the RFP. Please review Section 0500, Scope of Work for the requirements. You may submit a proposal in response to the solicitation and it will be scored based the on the evaluation factors provided in Section 0600, Proposal Preparation Instructions and Evaluation Factors.

Q27. In case we are able to participate for the written translation part only, shall we also comply with the following : "Attendance at various City of Austin meetings"?
A27. Attendance at City of Austin meeting is a requirement.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

_____	_____	_____
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NO. RFP 4600 LNH3020
SPANISH INTERPRETATION AND TRANSLATION SERVICES FOR MUNICIPAL COURT

1.0 PURPOSE

The City of Austin (hereafter referred to as the "City") seeks responses to this RFP (Request for Proposal) from qualified Contractors to provide Spanish Interpretation and Translation Services for the Municipal Court Department. This includes City of Austin Municipal Court, Downtown Austin Community Court (DACC) and Magistrate Services (only) at the Travis County Central Booking Facility (CBF).

The objective is to ensure proper and accurate interpretation and translation of court proceedings by a court Interpreter for the orderly presentation of testimony and other evidence in Municipal Court, DACC, and the CBF.

The anticipated contract term is an initial 36-months. The contract may be extended beyond the initial term up to an additional two (2), 12-month extensions at the City's sole option.

2.0 SCOPE OF WORK

Upon request of the court, the City will provide a qualified Spanish interpreter to facilitate court proceedings when the court finds it necessary to communicate with a Spanish-speaking defendant and/or a witness who does not understand and speak the English language. Such interpreter shall be sworn under the same rules and penalties as are provided for witnesses. The interpreter may use written notes, translating equipment or materials, or a combination of those methods to interpret the proceedings of the court. The interpreter is required to maintain a professional demeanor at all times while providing these services and should not expand on the content of the communication being interpreted; and must refrain from any behavior that implies the giving of advice. Office space for the Contractor providing these services will be provided by the City at the City of Austin Municipal Court (hereafter referred to as the "main court location").

Operational hours for the main court (located at 6800 Burleson Road, Bldg. 310, Austin, Tx) are as follows:

- Monday, Tuesday, Wednesday and Friday from 7:00am to 7:00pm, CST
- Thursday from 7:00am to 10:00 pm, CST

Operational hours for DACC are as follows:

- Monday through Friday from 8:00 am to 5:00 pm, CST

Operational hours for CBF are as follows:

- Twenty-four hours and seven days a week (24/7)

3.0 CONTRACTOR PERFORMANCE REQUIREMENTS

3.1 The services provided under this contract fall into four (4) distinct areas:

3.1.1 **Interpreter Services at Municipal Court**: The Contractor shall perform interpreter services at the Municipal Court. Contractor must be on site during designated periods within the Municipal Court's business hours (office space is provided).

3.1.2 **Interpreter Services at Downtown Austin Community Court (DACC) via telephone:** The Contractor shall perform interpreter services at DACC by telephone and shall be available within five (5) minutes of being contacted by the City.

3.1.3 **Magistrate Services for the CBF via telephone**: The Contractor shall be available within five (5) minutes by telephone to provide interpreter services for the CBF.

3.1.3.1 Cancellation Fee: If the Contractor is not notified, by the City, of cancellation of a scheduled appearance at least one (1) hour prior to the interpreter's reporting time, Contractor will be compensated a Cancellation Fee.

3.1.3.2 The City will send the official cancellation notice to the Contractor via email to document the date and time of the notification and follow-up with a telephone call to the Contractor's designated point of contact.

3.1.4 **Miscellaneous Interpretation/Translation**: This area covers any required assignment of interpretation and/or translation service not covered by the other areas. This includes interpreting services at a City of Austin meeting and translation of City of Austin documents, and materials.

3.1.4.1 Any requests emailed by the City to the Contractor shall be returned and confirmed via email to the City via within 24 hours of the request.

Contractor shall provide in person and over-the-phone interpretation services in a variety of court settings, which include but are not limited to, civil and criminal proceedings upon request of the defendant or witness or as requested by a judge. This service shall include proper and accurate interpretation of proceedings by a court interpreter at hearings, appearance dockets, bench trials and jury trials.

3.2 If the Contractor fails to provide a qualified interpreter for a scheduled session at the time required, the Contractor shall reimburse the City for all costs in excess of rate under this contract.

3.3 If the Contractor is called-in to work unscheduled hours and reports to the Court, the Contractor will be paid for two (2) hours of work or for the actual hours worked by the interpreter, whichever is greater.

3.4 The City determines whether interpreter services will be required in any instance.

3.5 The City will provide the Contractor at least three (3) working days' notice of any ongoing change to an established schedule.

4.0 CONTRACTOR QUALIFICATIONS

4.1 The Contractor shall have a four-year degree in the Spanish language, or related field, and related legal training. Proof of this qualification shall be provided with the proposal response.

4.2 The Contractor shall recognize all dialects of the Spanish language and be able to translate the meaning accurately.

4.3 The Contractor shall have five (5) years' experience as an interpreter for civil and/or criminal courts; emphasis will be placed on experience with Municipal Courts in the State of Texas.

> 4.3.1 The Contractor shall submit references for similar services, including those services provided to other Municipal Courts in the State of Texas.

4.4 Each interpreter assigned to this contract shall be qualified as a Licensed Court Interpreter by the Judicial Branch Certification Commission (JBCC), under the provisions of Government Code, Chapter 157. Court Interpreters Licensing with a master designation that permits the interpreter to interpret court proceedings in all courts in the State of Texas, including justice courts and courts of record municipal courts. This certification shall be maintained throughout the term of the contract.

> 4.4.1 Contractor will be required to submit a photocopy of all employees' certification card(s) and/or evidence of other qualifications prior to performing services.
>
> 4.4.2 Contractor shall have a designated point of contact (POC) for communications with the City.

4.5 The Contractor shall submit a sample timesheet with proposal response per specifications below.

> 4.5.1 Weekly timesheets for each of the Contractor's employees working during the billing period must be attached to each invoice.
>
> 4.5.2 Timesheets must be signed by the employee and his/her supervisor and indicate whether the work was performed for Municipal Court, DACC, or CBF and the date and time worked.

4.6 Contractor shall have experience working with a variety of clients that may include mental health patients, children and families affected by child abuse and neglect, elderly, international customers, criminal defendants, injured individuals, disabled people, witnesses, and parties in non-criminal court proceedings, customers and employees. The City requires a background check for all In Person interpreters prior to preforming services. The Contractor along with all assigned staff are required to pass a criminal background check conducted by the Municipal Court. The City conduct the background check at no cost to the Contractor.