# SAN FERNAND

**CITY COUNCIL** 

November 7, 2024

MAYOR CELESTE T. RODRIGUEZ

Vice Mayor Mary Mendoza

Councilmember Joel Fajardo

Councilmember Mary Solorio

Councilmember Victoria Garcia

### REQUEST FOR PROPOSALS FOR LANGUAGE SERVICES RESPONSE TO QUESTIONS ADDENDUM NO. 1

Question 1: Please confirm if vendors are required to bid on all services related to this RFP or specific aspects, e.g. written translations only?

Response 1: Vendors are required to submit proposals that address all services outlined in this Request for Proposals (RFP). Proposals should cover each component specified in the scope of work to ensure a comprehensive solution.

Question 2: What is the language mix of your current usage by percentage (e.g., Spanish - 70%, Mandarin - 5%, etc.)?

Response 2: 100% Spanish.

Question 3: What is the anticipated and/or historical volume per month for phone interpretation and video interpretation?

Response 3: The City does not anticipate phone and video interpretation, but is interested in an option to reserve an interpreter for Zoom webinar/events, if needed.

Question 4: What is the anticipated contract value?

Response 4: The amount will be based upon qualifications and proposed services. The City's aim is to evaluate cost proposals from each vendor in order to acquire the best service and the best value.

Question 5: How much did your organization spend on interpretation and on translation services in 2023?

Response 5: In Fiscal Year 2023-2024 (July 1, 2023 through June 30, 2024), the City utilized approximately \$34,000 on Language Services.

Question 6: Who is/are the incumbent vendor(s)? Can you share the rates you are currently being charged?

Response 6: Please see Attachment "A".

(818) 898-1204

CITY CLERK

DEPARTMENT

San Fernando California

91340

**117 Macneil Street** 

WWW.SFCITY.ORG

Question 7: Can we bid for document translation services only (i.e., excluding in-person, telephonic, and video remote interpretation)?

Response 7: See Response 1.

Question 8: If the answer is positive, can you please provide an estimated budget for the annual document translation volume (including rush services) required under this RFP?

Response 8: See Response 4.

Question 9: Finally, on page 4 of the RFP document, it is stated that "The City requests a minimum three (3) day turnaround time for translation requests of documents". This actually means that would be the maximum timeframe for the deliverables to be ready, right?

Response 9: Yes, correct. The following change to SCOPE of SERVICES, Section 4 shall apply for this project.

- 1. Previously stated as: "The City requests a minimum three (3) day turnaround time for translation requests of documents."
- 2. Changed to: "The City requests a maximum three (3) day turnaround time for translation requests of documents."

Question 10: What has the expenditure on language service been within the last 12 months or calendar year?

Response 10: See Response 5.

Question 11: Overall, what percentage of service, by category, do you need in both dollars and number of yearly jobs? For Example: Translations 60% of the total number of jobs and 55% of the total budget expenditure. Interpreting 30% of the total number of jobs and 35% of the yearly expenditure.

Response 11: 50% translation of documents and 50% in-person simultaneous interpreting.

Question 12: The RFP mentions that requests will be for Spanish and other languages as needed. Could you please detail what other languages you may request?

Response 12: The City may require adopted policies to be translated into Spanish, Chinese, Tagalog, Vietnamese, and Korean. This will only be required on an as needed basis, otherwise the City is requesting 100% Spanish translations.

Question 13: For document translation services, what languages do you consider your Top 10? Is it possible if you could provide us with a breakdown percentage per language? For example: 30 % of the translation projects will be Spanish 20 % of the translation projects will be Arabic 5 % of the translation projects will be Hmong (List all applicable)

Response 13: See Response 2.

Question 14: What is the scope of work of each language for document translation services? 250,000 Spanish source words are expected for the first year. 50,000 Vietnamese source words are expected for the first year. 35,000 Russian source words are expected for the first year. (List all applicable)

Response 14: At a minimum, the City will request translation of two (2) City Council meetings and four (4) Commission meeting agendas. The City will request, at a minimum, interpreters for the two (2) regular City Council monthly meetings. Additional requests for translation and interpretation may occur. 100% Spanish source words.

Question 15: What kind of delivery schedules are expected? Do you also need expedited delivery? What percentage of your projects are expedited?

Response 15: The City will email Microsoft Word or Adobe PDF documents to the vendor for translation and requests a maximum three (3) day turnaround time to receive the translations back from the vendor via email.

Question 16: What is the estimated breakdown between simultaneous and consecutive interpreting? For example: 60% simultaneous, 40% consecutive.

Response 16: The City requests majority simultaneous interpreting with the exception of public comments or questions that are received in Spanish and requires interpretation to English.

Question 17: What is the breakdown between On-site and Virtual interpreting assignments? For example: 60% On-site, 40% virtual.

Response 17: 100% on-site Spanish interpretation, but the City is interested in an option to reserve an interpreter for Zoom webinar/events, if needed.

Question 18: Do you have an approximate breakdown by key language requested in each interpreting category (On-site and Virtual)?

Response 18: See Response 17.

Question 19: Do you have an incumbent vendor? If so, would you share their pricing sheet with us?

Response 19: Please see Attachment "A".

Question 20: What is the estimated value/budget of the contract?

Response 20: See Response 4.

Question 21: What is the Period of Performance?

Response 21: A contract will be awarded for a one (1) year term with two (2) optional one-year extensions, expected to commence January 2025.

Question 22: Could you please share past usage statistics?

Response 22: For translation services, at a minimum, the City will request translation of two (2) City Council meetings and four (4) Commission meeting agendas. For in-person simultaneous interpreting, at a minimum, the City will request, interpreters for the two (2) regular City Council monthly meetings. There is approximately five (5) to ten (10) community members per City Council meeting utilizing the interpreters' services.

Question 23: What is the name of the incumbent(s) and their contract number(s)?

Response 23: Please see Attachment "A".

Question 24: Did the incumbent(s) cover every single assignment successfully?

Response 24: Yes.

Question 25: What challenges have you faced with a similar scope of work from vendors you worked with?

#### Response 25: None.

Question 26: Could you please provide the incumbent rates for each of the services requested in this solicitation?

Response 26: Please see Attachment "A".

Question 27: If there is no incumbent, please describe how you are obtaining these services up to now and what you are paying for the service.

Response 27: Not applicable.

Question 28: Do you have in-house linguists who handle part of the work?

Response 28: No.

Question 29: Can we ask for a debriefing in case we are not awarded?

Response 29: On December 2, 2024, the City expects to provide a presentation to the City Council for award of a contract for language services. The agenda report will provide a detailed explanation of the review process.

Question 30: Is simultaneous interpreting needed too?

Response 30: 100% on-site simultaneous Spanish interpretation.

Question 31: In what formats are the documents to be translated? Are there InDesign files?

Response 31: Document formats include, but are not limited to: Microsoft Word, Adobe PDF, email.

Question 32: What is the average length of an interpreting assignment?

Response 32: Most City Council meetings are approximately three (3) to five (5) hours. Commission meetings and Community Events are approximately one (1) to two (2) hours.

Question 33: What is the average number of words in a document needing translation?

Response 33: Approximately 700 words on average.

Question 34: What are the evaluation criteria and how much weight is given to pricing?

Response 34: 40% Cost effectiveness, 15% Completeness and Comprehensiveness of Response, 20% Experience of the Firm and/or Proposed Staff Providing Similar Services to Other Municipalities, 25% Quality of Proposed Staff.

Question 35: What mathematical calculation will be used to evaluate pricing?

Response 35: See Response 34.

Question 36: If samples: Do you have any preferred format? (PDF, PPT, Word, etc.)

Response 36: See Response 31.

Question 37: Where would face-to-face interpreting assignments take place?

Response 37: Majority of in-person simultaneous interpreting will be held in the City Council Chambers at 117 Macneil Street, San Fernando, CA 91340. Other events may be hosted at a determined location in the City of San Fernando.

Question 38: If an on-site ASL interpreter is not available, are you amenable to a remote ASL Interpreter?

Response 38: ASL interpretation is currently not needed.

Question 39: Will you need interpreting equipment?

Response 39: No, the interpreters will use equipment the City owns, 1 Transmitter and 15 Receivers.

Question 40: Could you please clarify the legal requirements regarding permits and licenses for submitting a proposal? Specifically, is a Business Registration Certificate (BRC) mandatory at the time of submission, or can it be provided after the award of the contract? Additionally, are there any other permits or certifications required at the time of submission?

Response 40: A San Fernando Business License is not required to submit a proposal. The selected vendor will be required to receive a business license after award of contract. Certifications are not required at the time of submission, but may be requested during the proposal review process.

Question 41: Can you provide the estimated annual volume or the typical monthly frequency of translation and interpretation requests?

Response 41: At a minimum, the City will request translation of two (2) City Council meetings and four (4) Commission meeting agendas. The City will request, at a minimum, interpreters for the two (2) regular City Council monthly meetings. Additional requests for translation and interpretation may occur.

Question 42: What is the sanctioned budget for the language services outlined in this RFP, and are there financial implications for early or delayed service delivery?

Response 42: Early service delivery is welcomed. Delayed service delivery has financial implications with indirect staff costs as well as meeting government regulatory compliance with delayed agenda posting and will be taken into consideration as a performance indication for future extensions.

Question 43: Does the City prefer a single vendor for all services, or is partial bidding by multiple vendors acceptable?

Response 43: See Response 1.

Question 44: What are the primary locations for in-person interpretation services, and what venue arrangements are required?

Response 44: See Response 37.

Question 45: Could you outline the criteria or scoring rubric used for evaluating proposals, especially regarding budget and volume capabilities?

Response 45: See Response 34.

Question 46: Are there incumbent rates or previous contract terms available for review to understand the financial baseline?

Response 46: Please see Attachment "A".

Question 47: Do you need us to submit pricing using any specific format or structure?

Response 47: A rate sheet for each service including any additional fees that may be incurred.

Question 48: Please, will you be able to provide quantities for the requested services.

Response 48: See Response 41.

Question 49: What are the average interpretation requests that you anticipate requesting monthly?

Response 49: See Response 41.

Question 50: What are the most requested languages?

Response 50: See Response 2.

Question 51: Who is the current incumbent and what are their rates?

Response 51: Please see Attachment "A".

Question 52: Have you had any difficulties with the current incumbent?

Response 52: None.

Question 53: Do you need any proof of certification for the interpreters at the time of submission?

Response 53: Certifications are not required at the time of submission, but may be requested during the proposal review process.

Question 54: Will you need interpretation equipment for any of these requests?

Response 54: See Response 39.

Question 55: Will you allow for a two-hour minimum for in person and one hour minimum for virtual?

Response 55: Yes.

Question 56: For the in-person requests, what area or cities will they be in?

Response 56: See Response 37.

Question 57: Will all these requests be for Court Certified interpreters?

Response 57: No.

Question 58: What is the anticipated volume? Or any historical data you can provide?

Response 58: See Response 22.

Question 59: Is their budget set aside for this contract?

Response 59: Yes. See Response 4.

Question 60: Will you allow for two interpreters on any requests over 30 minutes?

Response 60: Yes

Question 61: What languages are most needed for translation?

Response 61: See Response 2.

Question 62: What is the assumed size of document for 3 day turnaround?

Response 62: See Response 33.

Question 63: What are the anticipated services included in the 3 day turnaround? (E.g. Translation, edit, plus desktop publishing?)

Response 63: Translation only, with occasional edits.

Question 64: What is the format of most frequently requested translation materials? (E.g. Photoshop, Word, Excel, etc)?

Response 64: See Response 31.

Question 65: What languages are most needed for interpretation?

Response 65: See Response 2.

Question 66: What is the estimated contract spend (1 year)?

Response 66: See Response 5.

Question 67: What is the assumed breakdown of that spend? (e.g., translation/interpretation 50/50, 40/60, 30/70....etc)

Response 67: Approximately 70% interpretation and 30% translation.

Question 68: Is there an incumbent? If so, what is the one thing you would change about that provider?

Response 68: Yes, there is a current vendor. No changes at this time.

Question 69: Is there a desire for self-service portal(s)?

Response 69: Please provide additional information.

Indicate the receipt of Request for Questions - Addendum 1 on your proposal. FAILURE TO DO SO WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



## SHORT-FORM CONTRACT SERVICES AGREEMENT

(Parties: The Language Pros and City of San Fernando) (Engagement: Language Translation Services)

THIS SHORT-FORM CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into on the 18<sup>th</sup> day of July, 2024 (hereinafter, "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter, "CITY") and THE LANGUAGE PROS (hereinafter "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. <u>CONTRACTOR</u>. Shall provide or furnish the following specified services and/or materials: Translation of meeting agendas and interpretation at City Council meetings. Interpretation at City Commission meetings and Special Meeting Events as required by CITY staff.

2. <u>EXHIBITS</u>. The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Proposal from CONTRACTOR dated January 10, 2024 and attached hereto as Exhibit "A".

3. <u>TERMS</u>. The services and/or materials furnished under this Agreement shall commence July 18, 2024, and shall be completed by December 31, 2024, unless terminated pursuant to Section 5(g).

4. <u>COMPENSATION</u>. For the full performance of this Agreement:

a. CITY shall pay CONTRACTOR an amount not to exceed **FIFTEEN THOUSAND DOLLARD (\$15,000)** to be paid in whole or in progress payments within thirty (30) days following receipt of an invoice. Final payment shall be made on completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods, unless specified in CONTRACTOR'S quote. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

c. CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONTRACTOR for incomplete goods/services.

#### 5. <u>GENERAL TERMS AND CONDITIONS</u>.

a. HOLD HARMLESS. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

b. INSURANCE. CONTRACTOR shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

- i. WORKERS COMPENSATION INSURANCE: Minimum statutory limits.
- ii. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: General Liability and Property Damage Combined. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- iii. AUTOMOBILE INSURANCE: \$1,000,000.00 per occurrence.
- iv. NOTICE OF CANCELLATION: CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- v. CERTIFICATE OF INSURANCE: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, California, its elective and appointed officers, employees, and volunteers" as additional insureds.

c. CITY BUSINESS LICENSE. CONTRACTOR shall obtain a City business license prior to the commencement of any work in the City of San Fernando.

d. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

e. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

f. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

g. TERMINATION FOR CONVENIENCE OR FOR CAUSE. This Agreement may be terminated by CITY upon seven (7) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

RECORDS. All reports, data, maps, models, charts, studies, surveys, h. calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONTRACTOR hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONTRACTOR agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their contract services.

i. NOTICES. Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's or CITY's regular business hours; or (b) on the third business day following the United States mail post mark, postage pre-paid, to the addresses heretofore below.

SHORT FORM CONTRACT SERVICES AGREEMENT Language Translation Services Page 4 of 4

If to CITY: City of San Fernando City Clerk Department 117 Macneil Street San Fernando, CA 91340 Attn: City Clerk Phone: (818) 898-1204

#### If to CONTRACTOR:

The Language Pros Attn: Mark Huey 510 W. 6<sup>th</sup> Street, Suite 203 Los Angeles, CA 90014 Phone: Phone Number

6. COMPLIANCE WITH LAWS. CONTRACTOR shall be fully informed of and in compliance with all applicable laws, statues, codes, rules, regulations, and ordinances governing or affecting the performance of work.

7. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

This Agreement shall become effective upon its approval and execution by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

#### CITY OF SAN FERNANDO:

#### THE LANGUAGE PROS:

By: DocuSigned by: Mck kimball 1041FC9C27C7499	By:	DocuSigned by: Mark Huy E5F539EB919D4C5
Nick Kimball, City Manager		
Date: 07/24/2024   11:33 AM EDT	Name:	Mark Huey
	Title:	President
APPROVED AS TO FORM	Date:	07/23/2024   5:58 PM PDT
By: Richard Padilla By: Richard Padilla Bichard Padilla, City Attorney		



Fee Schedule-Interpreting & Translations City of San Fernando

January 10, 2024

# On-site Interpreting (Commission Meetings)

English<>Spanish

On-site Interpreting (City Council Meetings) English<>Spanish

Certified Translations English>Spanish Rate (3-hour minimum)\* \$405 per interpreter

Rate (3-hour minimum)\*\* \$405 per interpreter

Rate (cost per word)\*\*\* \$0.21

\*While the Commission Meetings are billed at a 3-hour minimum, the maximum amount of time that a single interpreter will be able to interpret without having to contract a second interpreter is two (2) hours. If you anticipate any of these meetings lasting longer than two (2) hours, please let us know and we will reserve two (2) interpreters.

\*\*After the 3-hour minimum has been reached, each interpreter will be billed at a rate of \$135 per hour (billed in hourly increments). It is mandatory that two (2) interpreters are contracted for all City Council Meetings. The client reserves the right to release the interpreters at their discretion at any time during the meeting.

\*\*\*A minimum fee of \$85 will apply to all translation jobs.

Cancellation Policy: A 24-hour cancellation policy applies (business days only) to all interpreting assignments. 100% of contracted fees will be applied if any interpreting assignment is cancelled in less than 24-hours of contracted job start day/time.

510 W. 6<sup>th</sup> Street, Ste. 203 Los Angeles, CA 90014 (213) 212-9834 Main; (213) 355-6644 Fax Email: reception@thelanguagepros.com