

2024 TRANSLATION SERVICES REQUEST FOR PROPOSAL

The North Penn School District (NPSD) is soliciting proposals for "Translation Services" from qualified organizations for a term of three (3) years from July 1, 2024, through June 30, 2027.

Submission deadline: 12:00 noon on Thursday, February 15, 2024.

Location for submitting proposals:

North Penn School District Attn: Dawn Johnston, Procurement Supervisor 401 E. Hancock St. Lansdale, PA 19446

Proposals should clearly indicate "Translation Services RFP" on the outside of the envelope. Faxed or e-mailed proposals will not be accepted.

The Request for Proposal for "Translation Services" and specifications may be obtained from the District's website at www.npenn.org/bidspec. Any questions should be directed to Mrs. Johnston by e-mail at NPprocure@npenn.org. Responses to questions will be posted on the aforementioned website.

A preproposal meeting will be held on Thursday, February 8th via a Google meeting. A link to that meeting may be obtained, a half an hour before the meeting, from the District's website at www.npenn.org/bidspec.

The North Penn Board of School Directors reserves the right to reject any or all proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities relative thereto.

No proposal may be withdrawn before 90 days after the date of the opening of the proposals. Tentative plans call for the North Penn Board of School Directors to review the proposals and to take action to award a contract at its regular meeting on Thursday, April 18, 2024. First round interviews are tentatively scheduled to be conducted the morning of Monday, March 11th, 2024. If needed, a second-round interview would be conducted on March 19th, 2024.

NORTH PENN SCHOOL DISTRICT

2024 TRANSLATION SERVICES REQUEST FOR PROPOSAL

I. RFP PROCESS AND TRANSLATION SERVICES OVERVIEW

1. Background and Objectives

North Penn School District (NPSD) is a School District of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"). NPSD provides education services to students living within its community. The governing body of the School District is a board of nine school directors who are each elected for a four-year term. The daily operation and management of the School District is carried out by the administrative staff of the School District, headed by the Superintendent of Schools who is appointed by the Board of School Directors.

NPSD is seeking proposals from providers qualified and experienced in providing translation and interpretation services. The vendors will have direct contact with District personnel needing to communicate with parents, family members and guardians about any matter related to their child's education. This vendor must have an extensive list of languages available for translation. Please see Attachment E for the list.

The successful vendor will need to provide a phone call service for translation that includes, but is not limited to, getting a live interpreter on the phone. The service will need to be easily accessible and available for staff use throughout the day. In addition, we will need to have the availability for written documents to be translated, for any one or a number of these languages listed, in a timely manner (7-10 days). These documents are oftentimes legal documents such as an IEP, Title IX related documents, or expulsion hearing documents which can be lengthy. This service will need to be confidential in nature. The vendor will need to provide professional development for all NPSD staff members. This will include any staff who works with students or families that may speak another language.

NPSD will use the objective criteria specified within this RFP to review proposals and the vendor that best meets the requirements of the RFP after being interviewed, will be recommended to the Board to be awarded the RFP. Any agreement that is issued as a result does not guarantee any minimum amount of service or payment. A provider shall not perform services for NPSD without a fully executed agreement. Any provider will be compensated by NPSD, for services satisfactorily performed in accordance with all contract requirements.

2. Term of Agreement

The District is interested in establishing a stable relationship with the awarded vendor. To do this, the District would like to develop an agreement with a term of: **three (3) years, July 1, 2024, through June 30, 2027.**

The District may terminate this agreement for any reason at any time by giving ninety (90) days written notice to the institution of its intention to terminate as of the date specified in the notice. Should the provider terminate prior to the expiration of the agreement, all District costs to establish a new service agreement will be the responsibility of the terminating provider. If the provider fails to perform duties to the satisfaction of NPSD, or if the provider fails to fulfill in a timely and professional manner their obligations under this agreement, or if provider violates

any of the terms or provisions of this agreement, then NPSD shall have the right to terminate this agreement effective immediately upon NPSD giving written notice thereof to the provider.

3. Selection Criteria

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the provider(s) submitting the lowest priced proposal. Award(s) will be made to the provider(s) submitting the best responsive proposal satisfying all NPSD requirements, price factors considered. The committee evaluating the proposals submitted in response to this RFP may require any or all providers to give an oral presentation to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

NPSD will evaluate each provider's proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and best value on the pre-determined evaluation criteria below.

The District will evaluate each proposal received based upon the following criteria:

• 20 Points - Program Plan:

The adequacy and completeness of the plan offered addressing the Scope of Services.

- o Clearly defined components of service delivery and implementation
- o Clear explanation of organizational structure and contacts

• 50 Points - Contractor's Capabilities:

The demonstrated ability of the Contractor to provide services.

- Vendor experience and level of knowledge
- o List of at least three (3) references, in addition to those in Attachment B
- o List of languages
- Ability to provide phone and document translations and interpretations (including samples)
- o Explanation of how the vendor is organized and how its resources will be utilized
 - Accuracy of translation services including minimal errors and captures the spirit of the language

• 30 Points - Financial Proposal:

Reasonable and customary fees for providing services

4. Terms and Conditions

Be aware that this is a request for professional services, and not a competitive bid. The District is not required to conduct its request for professional services in accordance with competitive bidding laws.

The terms and conditions of this proposal are that the District:

- Will need to incorporate demonstrations of services including phone calls with interpreters and sample documents.
- Reserves the right to reject any or all proposals.
- Reserves the right to waive any irregularities or informalities and select the best proposal in the opinion of the District.
- May render the proposal invalid due to unauthorized modifications of proposal specification forms or terms.

5. Instructions for Submission of Applications

 Submission deadline: 12:00 noon on the 15th day of February, 2024. Location for submission of proposals:

> North Penn School District Attn: Dawn Johnston, Purchasing Supervisor 401 E. Hancock St. Lansdale, PA 19446

A provider must submit an original application, two (2) copies of the application, and an electronic copy of the proposal and all unprotected documents (meaning there should be no password protection allowing documents to be readily accessible) on a flash drive in a sealed envelope, clearly marked "Translation Services RFP". Late applications will not be evaluated.

- Proposals must be signed by an official authorized to bind the contractor to the provisions of this RFP.
- The District will not accept faxed or electronic submission of proposals.

6. Schedule

- 1. Proposals received by North Penn School District: February 15, 2024
- 2. 1st Round Interviews: March 11, 2024
- 3. 2nd Round Interviews (If Necessary): March 19, 2024
- 4. Tentative Award announcement: April 18, 2024
- 5. Contract review and execution: Must be completed by March 27, 2024
- 6. Contract Start Date: July 1, 2024 through June 30, 2027

7. Directions for Completion of Application

All applicants must provide applicant information using the standard forms provided in Attachment A – Applicant Contact Information, Attachment C – Certification of Proposal, and Attachment D – Non-Collusion Affidavit. A secondary packet of information should also be submitted to support the information requested in Attachment B - Additional Information to be Provided.

II. SCOPE OF SERVICES

This section describes the services the District intends to use as a customer.

NPSD is seeking proposals from providers qualified and experienced in providing translation and interpretation services. The vendors will have direct contact with District personnel needing to communicate with parents, family members, and/or guardians about any matter related to their child's education. This vendor must have an extensive list of languages available for translation. Please see Attachment E for the list.

The successful vendor will need to provide a phone call service for translation that includes, but is not limited to, getting a live interpreter on the phone. The service will need to be easily accessible and available for staff use throughout the day. In addition, we will need to have the availability for written documents to be translated, for any one or a number of these languages listed, in a timely manner (7-10 days). These documents are oftentimes legal documents such as an IEP, Title IX related documents, or expulsion hearing documents which can be lengthy. This service will need to be confidential in nature.

Hours of services may range based on scope of needs. The vendor will need to provide professional development for all NPSD staff members. This will include any staff who works with students or families that may speak another language.

An itemized invoice form detailing specific services rendered each month should be generated and furnished to NPSD for each service provided. Must provide an invoice by the 15th of each month for the prior month.

Insurance

The school district will require a contractor who will be working in buildings for any purpose or on our buildings externally, at the contractor's expense, to provide professional liability, general liability, and workers compensation insurance as required in the general conditions of these specifications and to name the North Penn School District as an additional insured. The contractor will be required at all times during this contract period to provide insurance coverage as follows and to provide proof of a COI upon being awarded a contract for this RFP:

- 1. General Liability Coverage \$1,000,000
- 2. Professional Liability Coverage \$1,000,000
- 3. Workers Compensation Each Accident \$ 500,000
- 4. Workers Compensation Each Disease/Per Employee \$ 500,000
- 5. Workers Compensation Each Disease/Policy Limit \$ 500,000

Right to Monitor and Audit

District shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Providers working in our buildings will be required to provide a copy of a certificate of liability insurance to provider prior to commencement of services and may be required to provide a copy of their business license.

Record Retention

Contractor shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third-party performing work related to this agreement) for a period of not less than seven (7) years from the effective date of this agreement or until all State audits are complete, whichever is later.

Confidentiality/Privacy

Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

To the extent that the work under this Agreement requires the provider to have access to PII, the provider shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Provider agrees to execute a Confidentiality

Vendor agrees to protect PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the District, in writing. If and when provider becomes aware of, or should reasonably have been aware of a breach of PII, Contractor shall notify the District within two (2) business days.

The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of protected health information.

Non-Exclusive Agreement

Provider understands that this is not an exclusive agreement, and District shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by provider, or to perform such services with provider's own forces.

Human Relations Act

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

Competent Workers:

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the District where the work is being done.

Clearances

All contractor staff members, who will work with North Penn students, must have all of the required Federal and State Criminal and Child Abuse clearances in effect during the duration of this contract. Original documentation of these clearances must be presented to the appropriate personnel who will make appropriate copies for the District records. All new or substitute individuals must provide this documentation before working with the students. At the time of this request for proposal, required clearances include:

- 1. Act 34, Section III of the Public School Code (Criminal Record Check)
- 2. Act 151, Chapter 63 of 23 PA Consolidated Statutes (Pennsylvania Child Abuse History)
- 3. Act 114 (F.B.I. Fingerprinting Clearances)
- 4. Act 168 (Sexual Misconduct/Abuse Disclosure Release)

Provider agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Compliance with Policy/Law

Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

(A) District Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be affected and the basis for settlement.

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. *This term shall apply without regard to the Contract amount.*

Does Vendor agree? YES In	nitials of Authorized Re	presentative of	Vendor
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(B) Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

Does Vendor agree?	YES	Initials of Authorized	Representative of	Vendor
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(C) Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to term? YES______ Initials of Authorized Representative of Vendor

(D) ADDENDUMS

If the need arises for an addendum to the specifications the District will post the clarification to www.npenn.org/bidspec no later than February 9, 2024. It is the responsibility of vendors submitting bids or proposals to ensure all addendums have been reviewed prior to submission of the proposal.



ATTACHMENT A - APPLICANT CONTACT INFORMATION

NAME OF ORGANIZATION:	
CONTACT PERSON:	
CONTACT ENSON.	
STREET ADDRESS:	
CITY/STATE/ZIP:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
WEBSITE ADDRESS:	
FAX NUMBER:	

ALL PROPOSALS MUST BE RECEIVED BY THE NORTH PENN SCHOOL DISTRICT BY 12:00 NOON ON THE 15TH DAY OF FEBRUARY 2024. Location for submission of proposals:

Dawn Johnston, Purchasing Supervisor North Penn School District 401 E. Hancock St. Lansdale, PA 19446 NPprocure@npenn.org www.npenn.org



ATTACHMENT B - ADDITIONAL INFORMATION TO BE PROVIDED

- 1. Provide a description of the provider's experience in performing the required Translation Services for a school setting. Describe the type of service history, support, years of experience, etc. Provide a sample of resumes of some of the individuals or staff that may be assigned to work with NPSD, including their areas of expertise, years of experience, and licensure and/or certifications.
- 2. Provide the proposed number of staff that would be available to accommodate the needs of NPSD.
- 3. Describe your customer service philosophy, standards, and structure and how you will provide these to the District. Include the contact information for the dedicated customer service representative(s) for the District.

4. Service Costs

		Year 1	Year 2	Year 3
		7/1/24-6/30/25	7/1/25-6/30/26	7/1/26-6/30/27
A.	Oral Translation Services (per hour)			
B.	Written Translation Services (per hour)			
C.	In Person Translation Services (per hour)			

- 5. Do employees receive continuing education training to enhance their skills for working with educational staff and parents of students?
- 6. Have you previously had or do you currently have contracts with other school systems in Pennsylvania? If yes, identify those school systems for the purpose of providing a reference. Detailed contact information and description of services provided.



ATTACHMENT C - CERTIFICATION OF PROPOSAL DOCUMENTS

The provider certifies by signing this document that they:

- 1. Have carefully read and fully understand the information in the RFP.
- 2. Have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted.
- 3. Represent that the information contained in the proposal is true and correct.
- 4. Did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation, review committee member, NPSD employee or other proposer in regard to the amount, terms or conditions of this proposal.
- 5. Acknowledge that the NPSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.

Company Name	
Signature	
Printed Name	
Title	
Date	



ATTACHMENT D NON-COLLUSION AFFIDAVIT RFP PROCESS AND TRANSLATION SERVICES

State of	County of
I state that I am	of
$\label{eq:Title} \textit{(Title)} \\ \text{and that I am authorized to make this affid}$	(Name of my Firm) avit on behalf of my firm, and its Owners, Directors, and y firm for price(s) and the amount of this proposal.
I state that:	
1. The price(s) and amount of this propose communication or agreement with any other	al have been arrived at independently and without consultation, ner contractor, bidder or potential bidder.
• • • •	this proposal, and neither the approximate price(s) nor been disclosed to any other firm or person who is a bidder or osed before proposal opening.
	nade to induce any firm or person to refrain from bidding on this an this proposal, or to submit any intentionally high or non- petitive proposal.
	h and not pursuant to any agreement or discussion with, or bmit a complementary or other non-competitive bid.
5	its affiliates, subsidiaries, officers, directors, and employees.
(name of my firm)	y governmental agency and have not in the last four years been
	pited by State or Federal Law in any jurisdiction, involving conspiracy
	understands and acknowledges that the above
(name of my firm) representations are material and importan	t, and will be relied on by North Penn School District in awarding
·	d. I understand and my firm understands that any misstatement in
	dulent concealment from the North Penn School District of the true
facts relating to the submission of bids for	tnis contract.
(Name)	
and	
(Company Position)	
SWORN TO AND SUBSCRIBED	
BEFORE ME THIS	DAY
OF, 20	·
Notary Public	My Commission Expires



ATTACHMENT E RFP LIST OF LANGUAGES NEEDING TRANSLATION SERVICES

Farsi Slovenian **Afrikaans** Kanjobal Mongolian Fiiian Hindi Kannada Akan Navajo Somali Albanian Finnish Karen Neapolitan Soninke **Amharic** Flemish Kashmiri Nepali Sorani Arabic French Norwegian Sotho Kazakh Armenian French Khalkha Nuer Spanish **ASL** Khmer Nyanja Sundanese Canadian Assamese Frisian Ojibaway Susu Kikuyu Fujianese Kinyarwanda Oriya Swahili Assyrian Kirundi Azerbaijani **Fukienese** Oromo Swedish Bahdini Fula Korean Ossetian Sylhetti Bambara Fulani Kosovan Pahari **Tagalog** Bashkir Fuzhou Kotokoli Pampangan Taiwanese Krio Pashto Tajik Basque Ga Gaelic Kurdish **Patois** Tamil Belarusian Bengali Galician Kurmanji **Pidgin** Telugu Thai Bosnian Ganda **Kyrgyz** English Lakota Polish Tibetan Bravanese Georgian Bulgarian German Laotian Portuguese **Tigrinya** Burmese Gorani Pothwari Tongan Latin Cambodian Greek Latvian Pulaar Tshiluba Cantonese Gujarati Lingala Punjabi Tsonga Catalan Haitian Lithuanian Putian Tswana Quanxi Turkish Cebuano Creole Luganda Chaldean Hakka Luo Quechua Turkmen Chamorro Hassaniyya Lusoga Romani **Uighur** Chaozhou Hausa Romanian Ukrainian Luxembourge Chavacano Hebrew ois Romansch Urdu Chin Rundi Uzbek Hiligaynon Maay Chuukese Hindi Macedonian Russian Venda Cree Samoan Vietnamese Hmong Malagasy Sango Visayan Croatian Hungarian Malay Czech Malayalam Sanskrit Welsh Ibanad Wolof Dakota Icelandic Maldivian Serbian Xhosa Danish Igbo Maltese Shanghaines Yao Dari Ilocano Mandarin е Shona **Yiddish** Dinka llonggo Mandingo Dioula Indian Mandinka Sichuan Yoruba Indonesian Maori Sicilian Yupik Dutch Dzongkha Inuktitut Marathi Sindhi Zulu **English** Irish Marshallese Sinhala Estonian Italian Mien Sinhalese Ewe Jakartanese Mirpuri Siswati/Swazi Fante Japanese Mixteco Slovak Slovene Faroese Javanese Moldovan