# CITY OF NEWTON, MASSACHUSETTS PURCHASING DEPARTMENT purchasing@newtonma.gov Fax (617) 796-1227

January 25, 2021

# ADDENDUM #1 INVITATION FOR BID #21-32

# TRANSLATION AND INTERPRETATION SERVICES FOR NEWTON PUBLIC SCHOOLS

#### THIS ADDENDUM IS TO: ANSWER THE QUESTIONS BELOW:

Q1. On Bid List Line 07: Interpretation Services\*\* (\*\*VIA telephone or zoom) you have it as hourly rate when typically telephone and video are charged by a per minute charge. So if you do a zoom or telephone call for only 30 minutes will it be billed as an hour? Is 1 hour the minimum for telephone and zoom.

A1. No minimum rate. The Newton School Department (NPS) would expect to be billed for actual service minutes provided. We asked for an hourly rate so bid responses can be readily compared. The hourly rate you submit is under the assumption that it would be divided by 60 to get a per minute rate.

Q2. On Bid Line 06: Interpreter Services\* (\*on or off site) would you let us know the languages that it might include like in the translation you have the languages. Some language do cost more just like in translation. Also is there a minimum of hours 2 hours which is the standard practice.

A2. For district wide translations, we primarily request Simplified Chinese, Russian, Spanish, Portuguese, Korean and Japanese. Translation services are to be billed hourly or by the word. Only onsite interpretation services can include travel time. All services must be billed for actual minutes served or for words translated.

Q3. Is it possible to bid on some portions or services sought, or are you looking for a sole awardee?

A3. Sole awardee. This contract will be awarded to one vendor only.

Q4. Is there a current incumbent? Is there a reason why you are considering changing vendors?

A4. Yes. However, the three year contract is going to expire so current procurement laws require NPS to go out for public bid again.

Q5. Whether companies from Outside USA can apply for this? (like, from India or Canada)

A5. The IFB states (p. 27) that the City is "accepting bids from qualified vendors "Contractor" for interpretation <u>in person</u>, via telephone, or via video messaging service (zoom), to provide <u>on</u> and off site services for NPS." (Emphasis added.) While a company can be located outside the US, by submitting a bid it is agreeing to provide on-site services, as needed. As long as the bidder agrees to do this, it is free to submit a bid.

Q6. Whether we need to come over there for meetings?

#### A6. Yes, in person meeting may be required.

Q7. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A7. See A5 above.

Q8. Can we submit the proposals via email?

# A8. No, a hard copy must be mailed, sent by courier or dropped off Newton City Hall. All bids must be submitted as one (1) ORIGINAL and two (2) COPIES.

Q9. Would you please share with us the historical and/or anticipated monthly volumes for your in-person, over the phone, video remote, and written translations services as required in the IFB?

A9. Here are the approximate totals that were spent for these services in FY20 and FY19. These services are provided year round. A detailed breakdown is not available at this time.

#### FY19 total expenses incurred \$107,278 FY20 total expenses incurred \$91,942

Q10. Would you be willing to share the incumbent firm(s) and their rates for the above services?

# A10. Yes. The incumbent's Bid Form is attached.

Q11. Of the required languages, which percentage is Spanish?

## A11. Approximately 20%.

Q12. What is your annual T&L (translations and localization) spend?

#### A12. See A9.

Q13. Do you foresee any reason that the use of subcontractors would not be permitted? If so, what reasons might result in the use of subcontractors being forbidden?

#### A13. Any subcontractor work must be preapproved by NPS.

Q14. Are there any specific requirements regarding the exact type of certification needed for translators, or is it sufficient that translators have met the minimum requirements to partner with us? Please clarify.

#### A14. NPS does not require specific certifications, as long at the scope of services is met.

Q15. The provided price sheet does not include fields for minimum per-project fees or for additional services such as desktop publishing (formatting). Can we provide our complete pricing in an additional sheet?

A15. Only services listed in the scope of services listed in the bid are to be bid on.

Q16. Is this bid fall under the Massachusetts State contract PFR63?

# A16. It is not required.

Q17. Can we apply only for the translation services?

A17. No, see A3 above.

Q18. Is the current provider in place providing Zoom and telephone services if yes what are your current rate since this information was not provided on the previous Bid?

A18. Yes we currently receive both Zoom and telephone services as well as onsite services as needed. A request for rates must be sent in writing.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.

Thank you.

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Nicholas Read Chief Procurement Officer

# **CITY OF NEWTON**

# DEPARTMENT OF PURCHASING

## **BID FORM #18-61**

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

# TRANSLATION AND INTERPRETATION SERVICES FOR NEWTON PUBLIC SCHOOLS

- B. This bid includes addenda number(s) A: Addendum 1 from NPS, B: White Paper, C:List of Languages, D: Recommendation Letters From Schools, E: References, F:Thank you Letter G: Certificate of Insurance
- C. The contract price(s) will be per attached TRANSLATION AND INTERPRETATION SERVICES ITEM SHEET

# TRANSLATION AND INTERPRETATION SERVICES FOR NEWTON PUBLIC SCHOOLS

(Grand Total from the Translation and Interpretation Services Bid List, page 28, must be placed here):

GRAND TOTAL One Hundred Twenty One Thousand One Hundred Fifty Dollars and (Written word)

\$ 121,150.00 (Numerical)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on Grand Total.

COMPANY NAME International Translation Company

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount	0.005%	5	_Days
Prompt Payment Discount	0.003%	15	_Days
Prompt Payment Discount	0.001%_	30	_Days

- E. The undersigned has completed and submits herewith the following documents:
  - o Signed Bid Form, 2 pages
  - o Bidder's Qualifications and References Form, 2 pages
  - 0 Certificate of Non-Collusion, 1 page
  - o Certificate of Foreign Corporation, 1 page
  - o Certificate of Tax Compliance, 1 page
  - 0 Item Sheet, 1 page
  - 0 Scope of Services last page, page 30
  - 0 Debarment Letter, I page
  - o IRS Form W-9

F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date 01/30/2018

International Translation Company (Name of General Bidder) R١

Shamso Ahmed, President and CEO

(Printed Name and Title of Signatory)

70 Warren Street, Suite 1

(Business Address)

Boston MA 02119

(City, State Zip)

<u>617-606-0144</u> / <u>617-505-1101</u> (Telephone) (FAX)

shamso@itctranslation.net

(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

#### END OF SECTION

#### **CITY OF NEWTON**

#### PURCHASING DEPARTMENT

#### SCOPE OF SERVICES

#### TRANSLATION AND INTERPRETATION SERVICES TO NEWTON PUBLIC SCHOOLS

#### 1) Scope

Newton Public Schools (NPS) is currently accepting bids from qualified vendors "Contractor" for translation, and interpretation services, to provide on and off site services for NPS as described within the Project Manual for Invitation For Bids 18-61 (IFB). Translation services can be critical to the education of our students. These services are a priority and the Contractor must have the necessary staffing to meet the needs of our students and families at NPS. All bids must be submitted in the manner and form prescribed by this Invitation for Bids which controls award of the contract.

The term of the awarded contract shall extend from the time of contract execution through January 31, 2019. The City, at its sole discretion, shall have the option to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding.

One (1) contract will be awarded to the lowest responsive and responsible bidder based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected. Newton Public Schools makes no guarantees as to quantities or frequency of needed service. This Scope of Services is based on a census taken by the City, which reserves the right to increase or decrease the services to be ordered within the time limits set forth in the bid, but no increase shall exceed twenty five percent of the total contract price.

All staff provided to NPS will be employees of the Contractor. Contractor is responsible to ensure its staff meets the following minimum requirements:

- a. Possess a preferred one (1) year of relevant professional experience with professional references successfully verifying qualifications
- b. <u>C.O.R.I. and S.O.R.I. Checks:</u> NPS requires every Contractor staff member to be certified by submitting to annual C.O.R.I. and S.O.R.I. checks at no cost to NPS before she/he is allowed to participate under the contract. NPS reserves the right to demand the removal of any staff member.
- c. All services provided from the Contractor to NPS shall be performed in compliance with all applicable federal, state, and/or local rules and regulations, including those regarding the confidentiality of student information.

If NPS concludes, in its sole discretion, that any personnel provided by the Contractor have engaged in misconduct, or have been negligent, NPS may require the personnel to leave the premises and will immediately notify the Contractor in writing of this, providing the reason(s) for such dismissal. NPS will be held harmless for any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with negligent performance of the Contractor, its directors, officers, employees, or agents operating under the contract.

2) Specifications and Schedule

The Contractor shall provide qualified, certified translators/ interpreters to translate/ interpret NPS provided documents and/or for scheduled visits on an as needed basis. The Contractor shall provide these services for the following languages: Arabic; Albanian; Amharic; Bengali; Cantonese; Farsi; French; German; Gujarati; Haitian Creole; Hebrew; Hindi; Korean; Japanese; Mandarin; Nepali; Lao; Pashto; Portuguese; Russian; Somali; Swahili; Spanish; Tagalog; Thai; Turkish; Ukrainian; Urdu; and Vietnamese services. NPS may also request additional languages as needed. Supcontracting of any work is not permitted unless pre-approved in writing by NPS.

Certified translators and interpreters will translate and/or interpret foreign languages to English and English to foreign languages, including but not limited to document translation services and scheduled appointments for interpreter services (face to face).

Scheduled visits to NPS to provide translation and interpretation services will be set up by the ELL or Special Education department to occur as needed between the hours of 7 a.m. and 9 p.m. Monday through Friday. These services must be made available to all of NPS' 23 school and administrative buildings, listed below. Normal operating business hours when school is in session are Monday through Friday, 8:00 a.m. to 4:00 p.m.

٠	Early Childhood Education	15 Walnut Park, Newton, MA 02468 617-559-6050
٠	Angier Elementary	1697 Beacon Street, Waban, MA 02468 617-559-9300
•	Bowen Elementary	280 Cypress Street, Newton Centre, MA 02466 617-559-9330
٠	Burr Elementary	171 Pine Street, Auburndale, MA 02466 617-559-9360
•	Cabot Elementary (at Carr)	225 Nevada St, Newton, MA 02460 617-559-9400
٠	Countryside Elementary	191 Dedham Street, Newton Highlands, MA 02461 617-559-9450
٠	Franklin Elementary	125 Derby Street, West Newton, MA 02465 617-559-9500
٠	Horace Mann Elementary	687 Watertown Street, Newtonville, MA 02459 617-559-9510
٠	Lincoln-Eliot Elementary	191 Pearl Street, Newton, MA 02458 617-559-9540
•	Mason-Rice Elementary	149 Pleasant Street, Newton Centre, MA 02459 617-559-9570
•	Memorial-Spaulding Elementary	250 Brookline Street, Newton Centre, MA 02459 617-559-9600
٠	Peirce Elementary	170 Temple Street, West Newton, MA 02465 617-559-9630
٠	Underwood Elementary	101 Vernon Street, Newton Corner, MA 02458 617-559-9660
•	Ward Elementary	10Dolphin Road, Newton Centre, MA 02459 617-559-6450
٠	Williams Elementary	141 Grove Street, Auburndale, MA 02466 617-559-6480
٠	Zervas Elementary	30 Beethoven Ave, Waban, MA 02468 617-559-6750
•	Bigelow Middle School	42 Vernon Street, Newton, MA 02458 617-559-6800
٠	Brown Middle School	125 Meadowbrook Road, Newton Centre, MA 02460 617-559-6900
٠	Day Middle School	21 Minot Place, Newtonville, MA 02459 617-559-9100
٠	Oak Hill Middle School	130 Wheeler Road, Newton Centre, MA 02459 617-559-9200
٠	Newton North High School	457 Walnut Street, Newtonville, MA 02460 617-559-6200
•	Newton South High School	140 Brandeis Road, Newton Centre, MA 02459 617-559-6500
٠	Education Center	100 Walnut Street, Newtonville, MA 02460 617-559-9050
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#### 3) Price Schedule

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Prices for Translation and Interpretation Services for NPS as per scope of service:

IMPORTANT: Bid must include information showing the bidder meets all scope specifications and minimum requirements. Please include in your bid response the estimated translation per word rate AND the hourly rate based on estimated quantity of interpreted words. Award will be made to the lowest responsive and responsible Contractor.

#### TRANSLATION AND INTERPRETATION SERVICES BID LIST

Item Description		Est. # of We	ords <sup>1</sup>	Rate	Total	
	vices – Written word*	******		***************************************		
Line 01:	Spanish	5000	Х	\$ <u>0.15</u>	=	\$ <u>750.00</u>
Line 02:	Arabic	2500	Х	\$ <u>0.19</u>	=	\$ <u>475.00</u>
Line 03:	Cantonese	2500	Х	\$ <u>0.19</u>	. =	\$ <u>475.00</u>
Line 04:	Russian	2500	Х	\$ <u>0.19</u>	=	\$ <u>475.00</u>
Line 05:	Japanese	2500	Х	\$ <u>0.20</u>	=	\$ <u>500.00</u>
	vices may include other l					
tem Descriptio	on	Est. # Hou	rs	Hourly Rate		Total
-	etation Services*					
Rates above mi performance o Services may i GRAND TOTA	etation Services* ustincludealltraveland of the services. There v require either on or off si AL FOR TRANSLATIO nes 01–06 to calculate (	/orout-of-pocket vill be no additio ite. ON and INTERF	expen inal ex	ses incurred by Cont penses reimbursed	ractore I under	mployeesinc

IMPORTANT: Award will be made to	n - n	-	Li
Signature: Shamdo-	Chmed	Date: <u>1/30/2018</u>	
Name: Shamso Ahmed	Title: _]	President and CEO	

#### CONTRACTOR AGREES THAT BID IS SUBJECT TO THE TERMS & CONDITIONS ATTACHED HERETO.

4) Minimum Requirements

> Contractor must have a minimum of five (5) years of experience providing translation and interpretation services in an educational setting.

Contractor must submit as references the names and contact information for 3 educational institutions who have received successful comparable services within the last 3 years of this IFB date.

Contractor must provide a full list of languages for which they are certified and licensed to provide translation and interpretation services. The list must at minimum include the list of languages provided in section 2.1 at p. 26 above. The Contractor shall provide insurance coverage as listed at pp. 17-18 above. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

The City shall be named as additional insured on the Contractor's Liability Policies.

<sup>&</sup>lt;sup>1</sup> The bid amount is based on estimated quantities, which are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth above.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

#### 5. SCHEDULE:

Contractor shall provide the above services during Newton Public Schools current school year under the direction of the Assistant Superintendent of Teaching and Learning.

#### 6. PAYMENT AND PAYMENT PROCEDURES

NPS shall make payments to Contractor for services rendered pursuant to this Agreement. Contractor's translation and interpretation charges shall be based on the actual billable hours of translation and interpretation services provided to NPS. Billable hours do not include travel time or out-of-pocket or other expenses incurred by Contractor employees in connection with the performance of the services. Contractor shall submit an invoice(s) setting out the work performed and the date(s) when such work was performed. Payment will be made within forty-five (45) days of NPS's approval of the invoices submitted by Contractor.

Invoices for work completed shall be submitted in duplicate along with service logs to Newton Public Schools Accounting Dept, c/o Education Center, 100 Walnut Street, Newtonville, MA 02460.

#### 7. TERM OF AGREEMENT

The term of this Agreement shall run from the date of execution to the completion of the services required, but in no event beyond the date of January 31, 2019.

# SUBCONTRACTING/ASSIGNMENT PROHIBITED. None of the work or services under this Agreement shall be subcontracted or assigned without the prior written approval of NPS.

#### 9. WAIVER OF BENEFITS

Awarded Contractor is an independent contractor and neither its employees nor agents shall be deemed employees of the City. The City shall have no liability for unemployment benefits or workers' compensation or any other employee programs for the Contractor's employees or agents.

#### 10. MISCELLANEOUS PROVISIONS

Contractor agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion or national origin in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

This Agreement constitutes the complete and exclusive statement of the agreement between the parties and replaces and supersedes all prior written and oral statements. This Agreement may not be amended, altered or modified except by an amendment executed in the same manner as the original Agreement.