



Date: September 18, 2017

To: Interpreter and Translation Services

From: Linda B. Aebli *L.B.A.*
Executive Director

Re: City of Scranton, Pennsylvania, USA
Request of Proposal
Interpreter and Translation Services

The City of Scranton, Pennsylvania is requesting Interpreter and Translation businesses to provide quotes for services to approximately eleven (11) City of Scranton offices when necessary. Not all departments will use this service; however, this service must be made available to all departments.

Attached is the "Request for Proposal"; please read it over carefully. All quotes must be received and stamped in by Scranton's City Controller no later than 3:00 p.m. on Monday, October 16, 2017. The services will begin January 1, 2018 and will expire on December 31, 2020.

If you have any questions please do not hesitate to contact me at Laebli@scrantonpa.gov or 570/348-4216.

Lba/



REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City Controller located on second floor, City Hall, 340 N. Washington Avenue, Scranton, PA 18503 until **3:00 p.m. on Monday, October 16, 2017**, at which time they will be read aloud in City Council Chambers, for the following:

INTERPRETER AND TRANSLATION SERVICES

All proposals are to be in accordance with the Request for Proposal (RFP) specifications which are now available at www.scrantonpa.gov, or can be obtained at the Office of Economic and Community Development (OECD), First Floor, City Hall, 340 N. Washington Avenue, Scranton PA 18503.

Sealed envelopes containing RFP's shall be plainly marked on the outside with the wording

“Project: INTERPRETER AND TRANSLATION SERVICES”

Proposals must be delivered in a sealed envelope or mailed to the City Controller at the above mentioned address so as to arrive by the date and time specified above. The City of Scranton requires two (2) copies and a PDF on a CD or DVD of the proposal.

All questions shall be faxed or emailed to Linda B. Aebli, Executive Director, OECD, Laebli@scrantonpa.gov, 570/348-4216.

Linda B. Aebli
Executive Director

CITY OF SCRANTON, PENNSYLVANIA

REQUEST FOR PROPOSALS (RFP) FOR INTERPRETER AND TRANSLATION SERVICES

September 19, 2017

Office of Economic and Community Development
Municipal Building
340 North Washington Avenue
Scranton, Pennsylvania 18503
Phone: 570/348-4216
FAX: 570/348-4123
FDD: 570/348-4233

OBJECTIVE

The City of Scranton, Pennsylvania is seeking to contract with a Professional Service Provider for face-to-face and telephone interpretation, as well as document translation services. This includes both foreign languages and communication services for the deaf and blind. These services will be utilized by twelve (12) departments within the City of Scranton. The City of Scranton utilizes these services for a variety of client needs and scenarios. However, many of the situations involve confidential and sensitive information regarding City residents.

REQUEST FOR PROPOSAL(RFP) SCHEDULE

September 19, 2017 RFP Release – The RFP will be available to all interested parties via the City of Scranton website at: www.scrantonpa.gov. Paper copies are available upon request through the Office of Economic and Community Development (OECD).

October 16, 2017 RFP Due Date – All proposals must be stamped in no later than **3:00 p.m. on Monday, October 16, 2017** by **City of Scranton City Controller**
Municipal Building
340 North Washington Avenue
Scranton, Pennsylvania 18503

Please submit one (1) original and one (1) copy and one PDF version (on CD or DVD) of the proposal. Proposals received after this date will not be considered.

October 30, 2017 Decision Announced – Contract award decisions will be announced. Professional Service Provider selected will enter into contracts for **January 1, 2018 to December 31, 2020.**

All inquiries related to this Request for Proposal should be directed to:

Ms. Linda B. Aebli
Executive Director
Office of Economic and Community Development
Municipal Building
340 North Washington Avenue
Scranton, Pennsylvania 18503
Laebli@scrantonpa.gov

Phone: 570/348-4216

FAX: 570/348-4123

FDD: 570/348-4233

REQUEST FOR PROPOSAL CONDITIONS

1. The issuance of this RFP constitutes an invitation to submit a proposal. It is not to be considered as an offer to contract, but only a means by which the City of Scranton can facilitate the acquisition of proposals related to the purchase of the services outline in this RFP. Any proposal submitted constitutes a suggestion to negotiate and responses herein constitute an invitation to negotiate and should be construed as an offer.
2. All costs of the proposal preparation and submittal shall be borne by the Professional Service Provider. Proposals should be prepared as economically as possible to meet the requirements set forth in this RFP.
3. The City of Scranton reserves the right to reject any or all responses and/or issue another RFP for this proposed service. The City of Scranton further reserves the right to select a contract with more than one Professional Service Provider.
4. Each applicant must be in compliance with all applicable federal, state, and local laws and regulations.
5. Responders selected by this RFP process will be Professional Service Providers who have the potential to become a Professional Service Provider in the City of Scranton. More than one Professional Service Provider may be selected and contracted with to provide services herein. In addition, the City of Scranton may offer contracts of delayed contracting, contingent on the need for additional development of services, retaining the authority to expand services based on client and capacity need. City of Scranton will also retain the authority to approve and manage placement and/or service authorizations. If selected to contract, the Professional Service Provider is assured no minimum number of clients by the City of Scranton.
6. The contents of the proposal of the successful Professional Service Provider may become contractual obligations, if a contract ensues. Failure of the Professional Service Provider to accept these obligations will result in rejection of the response.
7. All proposals, once submitted, become the property of the City of Scranton. They will not be returned to the Professional Service Provider.
8. The Professional Service Provider will be required to assume responsibility for all services offered in the response whether or not produced. Further, the Professional Service Provider will be the sole point of contact with the City of Scranton with regard to the contractual matters, including payment of any and all charges resulting from the contract.

9. The City of Scranton reserves the right to cancel this RFP at any time and shall not be liable for any expenses incurred by any entity irrespective of whether a proposal was submitted or not.

10. The Professional Service Provider affirms that, to the best of their knowledge, this proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a forthcoming contract. The responder agrees that, should any conflict or potential conflict of interest become known, they will immediately notify the City of Scranton of the conflict or potential conflict, and will advise the City of Scranton whether they will or will not resign from the other engagement or representation.

11. Upon review of proposals, the City of Scranton will send each Professional Service Provider a letter of denial and/or letter of intent to further negotiate. A letter of intent to contract does not guarantee that a final contract will be entered into. The City of Scranton and applicant receiving a letter of intent to negotiate will begin formal negotiations at that time, with the mutual goal of finalizing a contract. Contracts shall not be considered final until approved by Scranton City Council.

GENERAL CONTRACT CONDITIONS

Successful Professional Service Provider must enter into a contract with the City of Scranton. Some of the general provisions to which the Professional Service Provider must agree include the following:

1. The Professional Service Provider must at all times during the term of the contract comply with Title VI and VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and all other federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination. The Professional Service Provider and any subcontractor must agree to the following: No person shall on the grounds of race, color, religion, age, sex, sexual preference and orientation, disability, marital status, public assistance status, criminal record, creed to national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

2. The Professional Service Provider must defend, indemnify, and hold harmless the City of Scranton, its officers and employees against any and all liability, loss, costs, damages, and expenses with the City of Scranton, its officers or employees may sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Professional Service Provider.

3. The Professional Service Provider and its employees, agents or subcontractors shall not carry or possess a firearm while on the City of Scranton premises or while acting on behalf of the City of Scranton. Violation of this shall be considered a substantial breach of a contract and is grounds for immediate suspension or termination of a contract.

4. The Professional Service Provider shall be bound to and abide by the HOME RULE CHARTER.

5. As a condition precedent to any contract, Professional Service Provider must agree in order to protect itself, as well as the City of Scranton under the indemnification provisions set forth above, at all times Professional Service Provider must maintain tort liability limits. Please note that the City of Scranton shall be named as a certificate holder on the certificates of insurance, and all policies shall provide that they will not be canceled, materially changed, or not renewed without thirty days prior notice. Proof of coverage must be provided prior to the execution of the contract. In addition, the Professional Service Provider must carry workers compensation insurance in the statutory amount. Insurance requirements (see Exhibit A) of this Proposal.

6. The Professional Service Provider may not enter into any subcontract for the performance of any contract-related services without the written authorization of the City of Scranton.

7. Contracted Professional Service Provider shall agree to conform to by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted, insofar as they relate to the contracted Professional Service Provider's performance of the provisions of a contract.

9. Contracted Professional Service Provider must submit an itemized billing statement and usage data to the City of Scranton's LAP Coordinator requesting the service.

SELECTION CRITERIA

City of Scranton reserves the right to reject any and all proposals. The City of Scranton reserves the right to accept proposals other than the lowest cost proposal. If clarification on any aspect of a proposal is needed, the City of Scranton reserves the right to notify the provider by phone or in writing. The City of Scranton reserves the right to interview any or all Professional Service Providers at its discretion. City of Scranton staff will review the received proposals. The selection criteria shall be:

1. Review of rates for each service to ensure cost effectiveness and that the rates are appropriate for the intended service delivery.
2. The proposal identifies the organization's experience in providing each service.
3. Evaluation of services previously delivered by the Professional Service Provider.
4. The Professional Service Provider's ability to demonstrate financial stability and solvency.
5. The Professional Service Provider's ability to work with the City of Scranton's clients and its ability to serve a culturally diverse client base and work with sensitive or confidential information.

PROPOSAL CONENTS

Responses to this RFP should be prepared simply and economically, providing a straight forward and concise description of the responder's interest and qualifications in offering the services identified above. The City of Scranton will not be liable for any expenses incurred by the Professional Service Provider in connection with the preparation or submittal of a response to the City. Please note, responding to this RFP does not guarantee your agency will be contracted, but only goes to confirm interest and eligibility. The City of Scranton reserves the right to reject any or all proposals. A complete proposal will contain the following information and/or documentation in the order below. Please submit two (2) copies of all items and place on a one PDF version (on CD or DVD).

1. Narrative
2. Rate Sheet
3. Provider Fact Sheet
4. Required Document List

NARRATIVE QUESTIONS

Please respond to the following questions in three pages or less.

1. Briefly describe the history of your business/organization. Please attach any brochures.
2. Describe your organization's philosophy and employee training for working with sensitive situations and confidential information.
3. Describe your referral process.

4. Please list any Cities, Counties or States in the United States which you currently provide contracted services.
5. Are your employees bonded or do you carry professional liability insurance? If so, what is the amount of your coverage?
6. Do you conduct background checks on current or potential employees?
7. Are you able to provide services during evenings, weekends, and/or holidays?
8. Please list all languages and/or communication services you provide. Also, please note any languages, specific client populations (deaf/blind, court, medical, mental health, etc.) that your organization specializes in and/or any specific technology you utilize.
9. Please list any software or technology that you utilize, with which we would be required to support in order to interface with your services. Please indicate if there is any cost to us to purchase and support this software/technology.

RATE SHEET

1. Please clearly list your rates for **Face-to-Face and/or Telephone Interpreter Services** or attach your rate sheet.
2. Please clearly list your rates for **Document Translation Services** or attach your rate sheet.

Miscellaneous Rate Questions

1. Do you have a minimum number of hours that you bill for an appointment? If so, what is that amount?
2. Do you charge mileage? If so, what is your mileage rate?
3. Do you offer both face-to-face and telephone interpreter services? If so, please note any differences in rates above.
4. For cancellations, how far in advance must we cancel the appointment to avoid any charges?
5. What is the time range that your organization/business defines as “after hours”? Is there an extra fee applied to these times, and, if so, what is that amount?

6. What is the length of advance time that organization/business defines as “emergency/short notice”? Is there an extra fee applied to these situations, and, if so, what is that amount?

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CONTRACT COVER SHEET TO BE COMPLETED BY CONTRACTOR:

Legal Name of Contractor: (as registered with Secretary of State)

Doing Business As (if applicable):

Corporate Headquarters Address:

Service Site(s) (if different than Corporate Headquarters):

Telephone #:

Fax #:

Telephone for the Deaf #:

Contract Contact Person:

Email:

Program Contact Person:

Email:

Billing Contact Person:

Email:

Federal Tax ID#:

DUNS #:

Net Promoter Score:

REQUIRED PROVIDER DOCUMENTATION

Please provide one copy of each item:

A list of services related to this potential contract that will be sub-contracted and a copy of any sub-contract agreements.

An organizational chart.

A list of board of directors (if applicable).

A copy of all current licenses or certifications for proposed services (if applicable).

An audited financial statement for the organization's most recently completed fiscal year. If the organization does not conduct an independent audit, please call to discuss other suitable financial statements.

An annual operating budget for the organization's current fiscal year.

A copy of the certificates of insurance. Please note that the City of Scranton shall be named as a certificate holder on the certificates of insurance and policies shall provide that they will not be canceled, materially changed, or not renewed without thirty days prior notice.

EXHIBIT "A"
INSURANCE REQUIREMENT

Insurance

Proposals must include a statement of the prospective bidder's insurance coverage. Proposer shall procure and maintain, at its' own cost and expense, insurance with companies that have an A.M. Best's Rating of not less than A- and acceptable to City of Scranton, with coverage limits of not less than stipulated below. The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the Contract Period. Loss of insurance coverages could result in the voiding/termination of the Contract.

- Worker's Compensation and Employers Liability. Worker's Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,000.00/per accident, \$1,000,000.00/disease (policy limit), \$1,000,000.00/disease (each employee).
- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Excess/Umbrella Liability. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Professional Liability/Errors & Omissions Coverage. Evidence of Professional Liability/Errors & Omissions coverage, including Privacy Liability, must be provided,
- With limits of not less than \$10,000,000.00, with a deductible not to exceed \$10,000.00. Errors & Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.
- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$5,000,000.00 shall be submitted to the City of Scranton prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property, and other properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

Additional Provisions

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. It shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.