



## **CUMBERLAND COUNTY SCHOOLS**

### **REQUEST FOR QUOTES**

#### **Translation & Interpretation Services**

Cumberland County Schools (CCS) is soliciting quotes for translation and interpretation services to provide excellent, high-quality service to all of our parents, children and their families by reaching out to them not only in English but also their preferred language. CCS is soliciting quotes and will utilize federal grants for these services. The goal is to have interpreters/translators at workshops, parent-teacher conferences, Student Intervention Team meetings, Exceptional Children Department meetings, and events hosted by Cumberland County Schools to ensure that official documents, conversations, flyers and PowerPoint presentations, are translated and/or interpreted into multiple languages.

Questions regarding this Request for Quotes should be directed to Dr. Lindsay Whitley, Associate Superintendent for Communications & Community Engagement at [lindsaywhitley@ccs.k12.nc.us](mailto:lindsaywhitley@ccs.k12.nc.us) or by telephone at 910-678-2303.

Minority businesses are encouraged to submit proposals for this project. The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.

#### **About Cumberland County Schools:**

Cumberland County Schools (CCS) is the fifth largest Local Education Agency (LEA) in North Carolina and educates nearly 50,000 students from pre-kindergarten through twelfth grade, 15,907 of which are military-connected. The student population at CCS is culturally diverse with the ethnicity being 45% African American, 14% Hispanic, 28% Caucasian, 2% Asian and 11% other.

Cumberland County is designated by the state as a low-wealth county with a highly transient population and more than 67.8% of its student population attending schools that receive free breakfast and lunch. Cumberland County is a sprawling district of 86 schools that is mostly urban but also encompasses many rural areas. The district is located near Fort Bragg, one of the largest military installations in the country, and as such, it has a transient community, student population, and staff due to military relocation assignments.

To help district and school personnel effectively communicate with diverse families and allow them to take advantage of family engagement opportunities at the school and district levels, it is necessary to provide translation and interpretation services in various languages.

**The areas in which CCS requires interpretation/ translation services include but are not limited to the following:**

- CCS is seeking quotes from organizations that have the capacity to provide translation and/or interpretation services from English to one (or more) of the following languages:
  - Spanish
  - Haitian
  - Korean
  - French
  - Creole
  - Chinese
  - Arabic
  - American Sign Language (ASL)
- Translation and interpretation services would need to be accessible at various times of the day with the open flexibility during weekdays/weeknights and/or weekends.
- All translators and interpreters are expected to be fluent in English and the language/s bid for.
- Requests for interpretation services would often be in person and sometimes via teleconference (e.g., Zoom); however, translation requests may be completed offsite.
- Translation requests may include but are not limited to flyers, banners, PowerPoint presentations, graphics, ads, videos and other documents.
- The district is seeking an individual and/or organization with the capacity to translate and interpret documents in a timely manner and in some cases at the last minute, based on the needs of the district.

**REQUEST FOR QUOTES**

CCS is using federal grants for these services. The district prefers to receive quotes from vendors that are valid through July 2024. Individuals and/or organizations with the capacity to fulfill any of the aforementioned requirements are asked to submit a quote for services to include all of the following components:

- **Evidence of Required Credentials (vendors must provide a response to each of the following areas using the matrix at the bottom of this document):**
  - Vendor Profile
    - Experience in comparable projects and working with similar size organizations as CCS.
    - Three client references who can speak to the firm's/consultant's quality of work.

- Formal education and experience in the area(s) of translation and interpretation services.
- o Examples of work performed (you may include online links)
- o Provide a list of languages to be offered and also an estimated turnaround time for materials to be translated.
- o Detail the process for securing in-person interpretation services (if applicable), including last-minute interpretation requests. NOTE: Vendors will be considered even if they only share quotes related to translation requests
- o Provide projected cost (or cost range)/fee schedule for the services proposed, including pricing for emergency/time-sensitive requests.
- o Confirm your willingness to complete a background check and adequately handle confidential and sensitive information.

### **Deadline**

CCS will accept quotes for translation and interpretation services based on the aforementioned criteria through Monday, September 12, 2022, at 11:59 p.m., via email ([lindsaywhitley@ccs.k12.nc.us](mailto:lindsaywhitley@ccs.k12.nc.us)). Quotes received after this date and time will not be accepted. However, depending on the number of quotes received, the district reserves the right to extend the deadline and/or request additional quotes at a later time.

### **Evaluation of Quotes and Selection Process**

Proposals will be evaluated based on the company's experience and ability to provide high-quality translation and interpretation services at a reasonable cost to CCS. However, the district will not necessarily select the vendor that provides the lowest quote; multiple factors will be considered. CCS will consider other factors in the selection process, e.g., translation/interpretation languages offered, turnaround times, etc. Individuals and/or organizations shall email quotes to [lindsaywhitley@ccs.k12.nc.us](mailto:lindsaywhitley@ccs.k12.nc.us).

Please note, CCS welcomes submissions from all interested parties. CCS reserves the right to select multiple vendors to adequately meet the needs of the district.

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**Selection Matrix**

*Vendors must submit this form and provide a response to each of the following sections. Vendors should also submit additional artifacts for consideration regarding their products and services, e.g., brochures, demo links, videos, etc.*

**Vendor Profile**

Experience in comparable projects and working with similar size organizations as CCS.

Three client references who can speak to the firm's/consultant's quality of work

Formal education and experience in the area(s) of translation and interpretation services

**Additional Information**

Examples of work performed (you may include online links)

<p>Provide a list of languages to be offered and also an estimated turnaround time for materials to be translated.</p>	
<p>Detail the process for securing in-person interpretation services (if applicable), including last-minute interpretation requests. NOTE: Vendors will be considered even if they only share quotes related to translation requests.</p>	
<p>Provide projected cost (or cost range)/fee schedule for the services proposed, including pricing for emergency/time-sensitive requests.</p>	
<p>Confirm your willingness to complete a background check and adequately handle confidential and sensitive information.</p>	

## FEDERAL UNIFORM GUIDANCE

This purchase contract will be funded in part with Federal grants and as such shall be subject to the following additional provisions.

a.) Legal/Contractual/Administrative Remedies for Breach of Contract – For contracts in excess of the simplified acquisition threshold (SAT), currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable Code of Federal Regulations (C.F.R.) and other regulations, such as 2 C.F.R. Part 200, Cumberland County Schools (CCS) will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

b.) Termination for Cause or Convenience – Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

1. The parties may mutually terminate this Contract by written agreement at any time.

2. CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

i. Termination for Cause: In the event any goods or service furnished by the Vendor during

performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii. Termination for Convenience Without Cause: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

c.) Debarment and Suspension (Executive Orders 12549 and 12689) – Contractor certifies that during the term of an award for all contracts by Cumberland County Schools (CCS) resulting from this procurement process, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

d.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – For an award exceeding \$100,000, the contractor certifies that during the term and after the awarded term of an award for all contracts by the CCS resulting from this procurement process, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor further certifies that:

Ø No Federal appropriated funds have been paid or will be paid for on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

Ø If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Ø The contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

- e.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f.) Procurement of Recovered Materials – The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g.) Access to Records – The contractor agrees to provide the Cumberland County Board of Education / Cumberland County Schools, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, excerpts, and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.
- h.) Domestic Preference for Procurements - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- For purposes of this clause:
- Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."
- i.) DHS Seal, Logo, and Flags – The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- j.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement acknowledge that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- k.) No Obligation by Federal Government – All parties to this Agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- I.) Program Fraud and False or Fraudulent Statements or Related Acts – The Vendor/Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor’s actions pertaining to this contract.

The Federal government is not a party to this contract.

#### GENERAL CONTRACT TERMS AND CONDITIONS

1. **Availability of Funds:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to Cumberland County Schools (CCS) for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of an official Purchase Order to the vendor/contractor by CCS.
2. **Taxes:** CCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect the appropriate taxes.
3. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor’s Site:** CCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for CCS’ determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
8. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **Patent:** The contractor shall hold and save the CCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
11. **Assignment:** No assignment of the contractor’s obligations nor the contractor’s right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, CCS may:

- a. Forward the contractor’s payment check directly to any person or entity designated by the contractor and



b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the Cumberland County Board of Education / Cumberland County Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

12. **Iran Divestment Act and Divestment from Companies Boycotting Israel**: No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
13. **Lunsford Act**: Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.
14. **E-verify**: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
15. **Policy Compliance**: Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.
16. **Electronic Procurement (Applies to all contracts that include e-procurement and are identified as such in the body of the solicitation document)**: The successful bidder(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the statewide E-Procurement service.