### <u>DEPARTMENTAL INPUT</u> <u>CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION</u>

RQID												
√ New conti	ract	OTR		<u>co</u>		<u>ss</u>		<u>BW</u>		Emergency	Previous Fb-0004	s Contract/Project No.: 9
Re-B	id	Other					LIVI	NG WAGE	APPL	IES:YES _	_ <u>√_</u> NO	
Requisition/Project No: FB-01231 (RQID1900100) TERM OF CONTRACT: 5 YEARS												
Requisition/Project Title: Professional Interpretation and Translation Services												
Description: Provision of language interpretation and translation services for various departments on an as needed basis.												
User Department: MDPD - \$600,000, RER - \$10,000, ISD - \$2500, JD - \$1,000, MDCR - \$25,000, COM - \$123,255												
Issuing Department: ISD / PM Contact Person: Sophia Cunningham, 305-375-2179; Sophia.Cunningham@miamidade.gov												
Estimated Cost: \$761,755 Funding Source: General Fund, Proprietary Funds, Internal Services Funds Revenue Generating: N/A												
ANALYSIS												
Commodity/Service No: 96175; 96145 SIC:												
Trade/Commodity/Service Opportunities												
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Hereif this is a New Contract/Purchase with no Previous History												
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Contractor:			AllWorld Inc.	Voiance Language Services, LLC AllWorld Language Consultants, Inc. All Global Solutions International								
Small Business Enterprise: Contract Value:				\$741,255	\$741.255							
Comments												
Continued on another page (s):Yes												
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SBE	Set-As	side	Sub-Cont	ractor Goal	В	id Preferen	ice S	election Fac	ctor			
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Basis of Recommendation:												
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Signed: <u>Sop</u>	rhia Cann	ing ham		D	ate to	DBD: <u>06</u>	/04/20	<u>19</u>				
	Date Returned to DPM:											

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## SECTION 2

**SOLICITATION NO: FB-01231** 

#### **SPECIAL TERMS AND CONDITIONS**

#### 2.1 PURPOSE

The purpose of this solicitation is to obtain bids for the provision of professional interpretation and translation services for various Miami-Dade County (County) departments, on an as needed basis. Services are divided into the following groups:

- 1. Group A: Interpretation Services for Miami Dade Police Department 911 Call Center
- 2. Group B: Interpretation Services for various County Departments
- 3. Group C: Translation Services for various County Departments

#### 2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixtieth (60) month.

#### 2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive and responsible bidder on a group-by-group basis. Bidders may submit offers for any or all groups. To be considered for award of a group, Bidders shall offer prices for all items within the group. The County will then select the Bidder for award of each group by totaling the extended pricing for each item within the group. If a Bidder fails to submit an offer for all items within a group, its offer for the group may be rejected.

#### Submittal Requirements for Groups A, B & C

Bidder(s) shall comply with each requirement below:

- 2.3.1 Bidder(s) must submit two (2) signed references on the referenced company's letter head, to demonstrate that services similar to those described in this solicitation have been provided to these companies during the last five (5) years. These references should ascertain to the County's satisfaction that the Bidder has sufficient expertise providing the required services (see Section 4).
- 2.3.2 Bidder(s) shall provide interpretation services through the use of qualified interpreters certified by the National Court Reporters Association, the National Center for State Courts or similarly renowned organization. Bidder must submit a list of qualified interpreters that will be assigned to fulfil any contract resulting from this solicitation and copies of their certifications (see Section 4).
- 2.3.3 Bidder(s) shall provide translation services through the use of qualified translators certified by the American Translators Association or equivalent organizations. Bidder must submit a list of qualified interpreters that will be assigned to fulfil any contract resulting from this solicitation, and copies of their certifications (see Section 4).

#### Submittal Requirements for Group A (Only)

Bidder(s) shall comply with all submittal requirements for Groups A, B & C above listed in items 2.3.1 through 2.3.3, and the below requirement (2.3.4):

2.3.4 Bidder(s) must submit toll-free numbers (primary and alternate) that will be used at the 911 Call Center, information on Bidder's training programs for interpreters and translators and information on Bidder's capabilities to handle text-to-911 emergency telephone system (see Section 4).

#### 2.4 PRICES

The quoted prices shall be deemed to provide full compensation to the Bidder for labor, fees and any other element of cost or price. The prices resultant from this solicitation shall remain fixed and firm for the term of the contract.

#### 2.5 LABOR, MATERIALS AND EQUIPMENT

Awarded Bidder(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material and equipment shall be subject to the inspection and approval of the County.

#### 2.6 <u>DEFICIENCIES IN WORK</u>

Awarded Bidder(s) shall promptly correct errors and/or deficiencies in work, and/or any work that fails to conform to the contract documents and industry regulations, regardless of project completion status. All corrections shall be made within two (2) calendar days after such errors, deficiencies and/or non-conformances are verbally reported to the Awarded Bidder(s) by the County. Awarded Bidder(s) shall bear all costs of correcting such rejected work. If the Awarded Bidder(s) fails to correct the work within the two (2) calendar days, the County may, at its discretion, notify the Awarded Bidder(s), in writing, that the Awarded Bidder(s) is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the Awarded Bidder(s) fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder(s) in default, obtain the services of another vendor to correct the deficiencies, and charge the Awarded Bidder(s) for these costs; either through a deduction from a payment owed to the Awarded Bidder(s) or through invoicing. If the Awarded Bidder(s) fails to honor the payment, the County may terminate the Awarded Bidder(s) from the contract.

#### 2.7 ADDITIONAL SERVICES

While the County has listed all major services within this solicitation which are utilized in conjunction with its operations, there may be similar services that must be purchased by departments or agencies during the term of any contract resulting from this Solicitation. Under these circumstances, a County representative may obtain a price quote for the similar services. The County reserves the right to award these similar services to the Awarded Bidder(s) based on the price quoted, to negotiate pricing or to acquire the services through a separate solicitation.

#### 2.8 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND/OR AGENCIES

It is hereby agreed and understood that any County department and/or agency may purchase any and all services specified herein from the Awarded Bidder(s) at said contract price(s) established herein. The County shall notify the Awarded Bidder(s) when a County department and/or agency has been added to this contract. A separate purchase order shall be issued by the County department, which identifies the requirements of the County department(s) and/or agency(ies).

# SECTION 3 TECHNICAL SPECIFICATIONS

#### 3.1 BACKGROUND

Miami-Dade County is soliciting bids from qualified firms for the provision of language interpretation and translation services, on an as needed basis. Commonly interpreted and translated languages include, but are not limited to, Spanish, Haitian Creole, Russian, Korean, French, German, Chinese (Mandarin and Cantonese), Italian, Japanese, Portuguese and Vietnamese. Awarded Bidder(s) shall assume no guarantee as to the number or frequency of work that will result from any contract(s) resulting from this solicitation.

Services must be performed by certified interpreters and translators, and Awarded Bidder(s) must provide documentation that demonstrates their employees' or subcontractors' competence. Services are divided into the following groups:

- 1. Group A: Interpretation Services for Miami Dade Police Department 911 Call Center
- 2. Group B: Interpretation Services for various County Departments
- 3. Group C: Translation Services for various County Departments

#### 3.2 SPECIFICATIONS

#### 3.2.1 Group A: Interpretation Services for Miami-Dade Police Department 911 Call Center

3.2.1.1 Awarded Bidder shall furnish all labor, equipment and supervision necessary to provide professional interpretation services, via telephone for the Miami-Dade County Police Department 911 Call Center.

3.2.1.2 Awarded Bidder must be able to interpret at a minimum, the following core languages:

SpanishVietnameseHaitian CreoleRussianThaiGermanKoreanFrenchChineseChinese MandarinItalianJapanese

Chinese Cantonese Portuguese

3.2.1.3 Awarded Bidder may be required to interpret any of these non-core languages/dialects:

Afrikaans Fijian Lao Slovenian Akan Finnish Latvian Somali Flemish Spanish Albanian Lithuanian Swahili Amharic French Macedonian Swedish Arabic Gaelic Malay Armenian Georgian Malayalam Samoan Assyrian German Maltese Tadzhik Azerbaijani Greek Marshallese Tagalog Taiwanese Basque Gujarati Marathi Belorussian Hausa Tamii Mien Bengali Hawaiian Moldavian Telegu Bosnian Hebrew Mongolian Thai Navaho Bulgarian Hindi Tibetan Burmese Nepali **Tigrinya** Hmong Cambodian (Khmer) Hungarian Norwegian Tongan Chinese Icelandic Oromo ' Turkish

Cebuano	Llocano	Pashto	Turkmen
Creole	Indonesian	Polish	Ukranian
Croatian	Italian	Portuguese	Urdu
Czech	Japanese	Punjabi	Uzbek
Danish	Javanese	Romanian	Vietnamese
Dari	Kalmyk	Russian	Welsh
Dutch	Kazakh	Serbian	Wolof
Estonian	Korean	Singhalese	Yiddish
Farsi	Kurdish	Slovak	Yoruba

- 3.2.1.4 Interpretation services shall be available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. Services shall be provided on the following shift basis: (1) peak hours: 6:00a.m. 6:00p.m., and (2) non-peak hours: 6:00p.m. 6:00a.m.
- 3.2.1.5 Awarded Bidder shall provide interpretation services to the 911 Call Center with a maximum response time of thirty (30) seconds. Awarded Bidder must ensure that calls are free of background noise and incoming calls are not placed on hold.
- 3.2.1.6 Awarded Bidder must have the capacity to provide adequate interpreters, to interpret at minimum, the languages highlighted in Section 3.2.1.2. Additionally, based on the high volumes of Spanish and Haitian Creole calls, Awarded Bidder must provide a minimum of four (4) Spanish interpreters and two (2) Haitian Creole interpreters on each shift.
- 3.2.1.7 Awarded Bidder shall provide the 911 Call Center with two telephone numbers, a primary and alternate. The alternate number shall be used in the event of failure of the primary number.
- 3.2.1.8 Awarded Bidder shall ensure that all interpreted calls are recorded. Records must be kept for a minimum of thirty (30) days, and the County shall have access to and the right to examine such records.
- 3.2.1.9 Awarded Bidder shall provide ongoing training for interpreters, including but not limited to, public safety training, emergency dispatch protocol training and telecommunications training. Awarded Bidder must provide documentation to the County on an annual basis that demonstrate that the required trainings are conducted.
- 3.2.1.10 Awarded Bidder shall be compensated for interpretation services on a per minute basis.

#### Optional Translation Services for Miami-Dade Police Department 911 Call Center

- 3.2.1.11 The Miami-Dade Police Department Public Safety Answering Point may deploy short message service (Text-to-911) conversations to the emergency telephone system. Awarded Bidder must have translation capabilities to handle Text-to-911, if required.
- 3.2.1.12 Translation services for Text-to-911 must be performed in real time to allow for efficient and timely dialogue between the Public Safety Answering Point and the caller.
- 3.2.1.13 Awarded Bidder must be able to provide adequate translators, to translate at minimum, the languages highlighted in Section 3.2.1.2. Pursuant to Section 3.2.1.9, training must also be provided for translators.

3.2.1.14 Awarded Bidder shall be compensated for translation services on a per source language word basis.

#### 3.2.2 Group B: Interpretation Services for various County Departments

- 3.2.2.1 Awarded Bidder shall provide onsite interpretation services Monday through Friday between the hours of 8:00a.m. and 5:00p.m. (business hours), upon request by the County. Awarded Bidder shall also provide "non-business hours" and "emergency" services, to include weekends and holidays. "Non-business hours" services are those requests that cannot be performed during business hours including those services for which the appointment must take place on weekends, holidays or outside of 8:00a.m. to 5:00p.m., weekdays. "Emergency" services are those requests that require the Awarded Bidder to provide an interpreter onsite with less than twenty-four (24) hours' notice during business and/or non-business hours.
- 3.2.2.2 Awarded Bidder must be able to interpret the following languages at a minimum:
  - A. ROMANCE LANGUAGES

French, Haitian Creole, Spanish, Italian, Romanian and Portuguese.

B. OTHER EUROPEAN LANGUAGES

German, Greek, Dutch, Yugoslavian, Russian, Polish, Czech, Flemish, Swedish, Norwegian, Bulgarian, Danish and Finnish.

C. ORIENTAL AND ARABIC LANGUAGES

Japanese, Chinese (all dialects/regional varieties), Korean, Hindi, Malay, Burmese, Filipino, Thai, Persian, Turkish, Hebrew and Swahili.

- 3.2.2.3 Awarded Bidder shall provide interpreters onsite when required. The County will attempt to schedule requests for onsite interpreters at least 24-48 hours prior to the assignment. When possible, longer lead times will be provided. The interpreter is required to arrive onsite at least fifteen (15) minutes prior to the assignment start time, at no additional cost to the County.
- 3.2.2.4 Onsite interpretation services may be required at multiple County locations at the same time, including locations with security or special requirements. Awarded Bidder shall satisfy the County's request by providing adequate duly certified interpreters who are punctual and abide by all requirements.
- 3.2.2.5 The minimum billable time for onsite interpretation services is two (2) hours. Time worked in excess of the two (2) hour-minimum billable time shall be billed to the County in fifteen (15) minutes increment. The hourly billing rate offered by the Awarded Bidder shall be prorated and paid accordingly.
- 3.2.2.6 Where an interpreter is late for an onsite assignment, the County will deduct ten percent (10%) from the total invoice amount submitted by the Awarded Bidder for that assignment.
- 3.2.2.7 Due to the nature of the onsite services; cancellations may occur. The County's guidelines are as follows:
  - a. Cancellations twenty-four (24) hours or more prior to the assignment start time will not be billable.

- b. Cancellations by the County in less than twenty-four (24) hours of the assignment start time, will result in the County paying the Awarded Bidder the two (2) hour minimum billable time. Should the County cancel any assignment; fees will not be charged for hours that can be reassigned to another County assignment.
- c. Cancellations by the Awarded Bidder in less than twenty-four (24) hours of the assignment start time, will result in the Awarded Bidder paying the County the two (2) hour minimum billable time.
- 3.2.2.8 Awarded Bidder is expected to fulfil all requests for interpretation services; where cancellations occur, the County may seek the services from another vendor in the contract, or through a separate solicitation. Failure by the Awarded Bidder to accept and complete ninety-eight percent (98%) of the scheduled requests for services for any one (1) month period may result in the County terminating the contract with the Awarded Bidder in accordance with Paragraph 1.26 of the General Terms and Conditions.

#### Optional Video Remote Interpretation Services

- 3.2.2.9 Awarded Bidder may be required to provide video remote interpretation services during business and non-business hours, within (1) hour of the time services are requested. Services shall be for the languages stipulated in Section 3.2.2.2.
- 3.2.2.10 Video remote interpretation system must be compatible with equipment, as approved by the County.
- 3.2.2.11 Video remote interpretation services will be billed on a per hour basis. The first hour shall be paid in full regardless of time worked; each hour after the first hour shall be billed and compensated rounded to the nearest guarter hour.
- 3.2.2.12 Connection to the internet is required.

#### 3.2.3 Group C: Translation Services for various County Departments

- 3.2.3.1 Awarded Bidder shall provide translation services from written documents, tapes and digital video disks (DVD's). Awarded Bidder must be capable of receiving files by emails, facsimile, website that has capability to accept single transfer of multiple audio files (Windows Media Audio format) and postal service or courier delivery. Typical delivery will be via electronic means.
- 3.2.3.2 Awarded Bidder must be able to translate the following languages at a minimum:
  - A. ROMANCE LANGUAGES

French, Haitian Creole, Spanish, Italian, Romanian and Portuguese.

B. OTHER EUROPEAN LANGUAGES

German, Greek, Dutch, Yugoslavian, Russian, Polish, Czech, Flemish, Swedish, Norwegian, Bulgarian, Danish and Finnish.

#### C. ORIENTAL AND ARABIC LANGUAGES

Japanese, Chinese (all dialects/regional varieties), Korean, Hindi, Malay, Burmese, Filipino, Thai, Persian, Turkish, Hebrew and Swahili.

- 3.2.3.3 Awarded Bidder will use universally acceptable software compatible with the source documents including but not limited to, Microsoft Word, Excel, PageMaker and QuarkXpress.
- 3.2.3.4 Awarded Bidder shall provide transcript to the County department within three (3) business days of receipt of request from the County, unless emergency services are requested. Emergency transcript services are defined as those transcripts that must be delivered to the County within twenty-four (24) hours of being requested.
- 3.2.3.5 Each transcript must be notarized and accompanied by an affidavit attesting to its accuracy and a copy of the translator's certification.
- 3.2.3.6 Transcripts should be returned electronically based on the information specified in the request. Rarely, a printed copy may be requested by mail or overnight courier. Related mail or courier delivery charges will be reimbursed by the County only when pre-approved.
- 3.2.3.7 Time is of essence and the Awarded Bidder is expected to provide accurate transcripts within the time prescribed in this contract for the type of delivery requested. Accurate transcripts are defined as those with no more than one error per every ten pages, including grammatical errors. Failure to provide accurate transcripts within the prescribed time for any one month period may result in the County terminating its contract with the Awarded Bidder in accordance with Paragraph 1.26 of the General Terms and Conditions.
- 3.2.3.8 Awarded Bidder is expected to fulfil all requests for translation services; where cancellations occur, the County may seek the services from another vendor in the contract, or through a separate solicitation. Failure by the Awarded Bidder to accept and complete ninety-eight percent (98%) of requests for services for any one (1) month period may result in the County terminating the contract with the Awarded Bidder in accordance with Paragraph 1.26 of the General Terms and Conditions.
- 3.2.3.9 The County may cancel any transcription services request prior to the Awarded Bidder's commencement of the services without any charges, fees or cancellation penalties. If a translation is in progress and the County cancels same, the Awarded Bidder may only seek payment for that part of the deliverables performed prior to receipt of the cancellation request.
- 3.2.3.10 Awarded Bidder shall be compensated for translation services on a per source language word basis.

#### 3.2.4 Groups A, B and C: Other Requirements

- 3.2.4.1 Awarded Bidder(s) must ensure that employees and subcontractors performing the services under the contract:
  - Are qualified to perform the services and as a continuing requirement throughout the term of the contract and extension periods, provide proof of interpreters' and /or translators' certifications for specific languages upon request by the County.
  - 2. Understand the job assignment, perform services on time and per the requirements of the contract.

- Demonstrate professionalism and cultural sensitivity, maintain impartiality, show respect to the individuals they serve and disclose any real or perceived conflict of interest that would affect objectivity in delivery of services.
- Comply with federal, state and local laws and rules that govern the conduct of interpreters and translators (such as those that deal with certification, confidentiality, custody of transcripts and contracting).
- 3.2.4.2 If the Awarded Bidder(s) causes any part of this contract to be performed by a subcontractor, the provisions of this contract will apply to such subcontractor in all respects as if it was an employee of the Awarded Bidder(s); and the Awarded Bidder(s) will not be in any manner discharged from its obligations and liabilities hereunder, but will be liable for all acts and negligence of the subcontractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Awarded Bidder(s). All subcontracting must be in accordance with Paragraph 1.16 of the General Terms and Conditions.

