

REQUEST FOR PROPOSALS NO. 075-KK10
LEGAL TRANSLATION AND INTERPRETATION SERVICES
MIAMI-DADE COUNTY PUBLIC SCHOOLS

SECTION 1 – REQUEST FOR PROPOSAL OVERVIEW

1.0 Name and Address of Requestor

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Room 430
Miami, Florida 33132

1.1 Purpose of Request For Proposal

The purpose of this Request for Proposal (RFP) is to obtain the services of various agencies to provide legal translation and interpretation services, both oral and written, in all major languages, for the Office of the School Board Attorney.

Proposals submitted pursuant to this RFP establish a list of pre-approved agencies, at the hourly rate specified therein, but do not preclude the District's contracting with other agencies outside the RFP. The District is not obligated to enter into contracts for legal translation and interpretation services or base its selection on a rotational basis and will contract with agencies on an as-needed basis as determined at the sole discretion of the Board Attorney.

1.2 General Information About The School District

The School Board of Miami-Dade County, Florida, is a political subdivision organized under Section 4, Article IX, of the State Constitution and Chapter 230, Florida Statutes and is the fourth largest school system in the nation. The District has approximately 340 schools and includes alternative schools, and exceptional student education centers; 363,288 students; more than 57,372 full and part-time employees; and a \$4.5 billion operating and capital budget. The student population is economically, ethnically, and linguistically diverse, with the largest ethnic group being Hispanic students.

There are nine School Board members elected from single member districts who serve four-year terms. The elections are conducted on a staggered system, with odd-numbered districts and even-numbered districts contested at alternating two-year intervals.

The District provides a full range of educational services appropriate to students in early childhood, grade levels pre-kindergarten through 12, and adult/vocational education programs. These include basic, regular, and enriched academic education, bilingual education, special education for handicapped children, vocational education, and many individualized programs, such as special instruction for disadvantaged students (Title I), and those with limited English proficiency.

1.3 Procedures for Submission of Proposal

Ten (10) copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Local Time) August 5, 2010, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Division of Procurement Management Services
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or any other occurrence. The proposal must be submitted in a sealed envelope or box marked "LEGAL TRANSLATION AND INTERPRETATION SERVICES." Any proposal received after the stated time and date, **will not** be considered. All proposals must be signed by an officer, principal, or partner having authority to legally bind the proposal. Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the district.

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, for acceptance on or about September 7, 2010. If accepted, notification to the successful Proposer(s) will be on or about September 7, 2010. The Board reserves the right to accept or reject any and all proposals.

1.4 RFP Postponement/Cancellation/Waiver of Irregularities

The Board may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.5 Costs Incurred by Proposers

All expenses involved with the preparation of and submission of proposals to the Board, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, or for any other effort require of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the Board.

SECTION 2 – SCOPE OF SERVICES

2.0 Required Services

The School Board of Miami-Dade County, Florida, (the Board) is seeking to establish a pool of qualified agencies to provide legal translation and interpretation services to and from all major languages. The Office of the School Board Attorney will request services as needed during the term of the contract. The Board reserves the right to enter into contractual agreements with the number of proposers it deems necessary.

The agency(s) selected must have the ability to provide translators and interpreters within 48 hours of notification by telephone or e-mail, to accomplish the following:

- a) attend depositions, hearings and trials;
- b) respond to telephone calls and specific inquiries;
- c) attend attorney/client sessions.
- d) translate legal documents either into or from a foreign languages.

2.1 Term of Contract

The initial term of this contract shall be for three years from the date of award (through September 6, 2013), and may, by mutual agreement between the School Board and the awardee(s), be extended for two additional one-year periods. The Board, through Procurement Management Services, may, if considering extension, request a letter of intent to extend from the awardee(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee(s) will be notified when the recommendation has been accepted. All prices shall be firm for the term of this contract. The awardee(s) agrees to these conditions by signing the proposal. Any alternations or change of terms or conditions, including billing rates, will be considered a modification to the contract that requires the mutual written consent of both parties.

2.2 Minimum Qualifications Required for Court Reporting Services

A. Qualifications of the Firm:

At a minimum, the agency must have:

- 3-5 years of experience in translation services
- The ability to provide a translator or interpreter within (48) hours of notification

Those submitting proposals should provide a resume detailing the education, training, certifications, and experience of legal translators and interpreters that could be designated to work on School Board matters.

B. Experience of the Agency:

History of successful translations/interpretations (include information on cases).

A list of at least 3 references.

SECTION 3 - PROPOSAL FORMAT AND CONTENTS

3.0 Required Information To Be Submitted By Proposers:

- A. Preparation and Submission: In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that Nine (9) copies of the proposal be submitted with the original proposal.**
- B. Cover Page: State the RFP number and complete title (including name, address, office telephone number, and facsimile number).
- C. Table of Contents: Include a clear identification of the material by section and by page number.
- D. Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the responder(s) and their titles, addresses and telephone numbers.
- E. Experience and Qualifications of the Agency: State the experience your agency has had in the last three years with clients the size of the School District.
- F. Format: The Proposal should be submitted on 8½" by 11" pages in 3 ring binders. Each page should be typewritten and single spaced. Text of the original copy should be single-sided. Duplicate copies can be reproduced double sided, if desired. Each section should be tabbed to comply with the sections of this document.

- G. Provide details regarding at least three references for whom services have been provided in the past three years in Miami-Dade County, Florida.
- H. Provide specific information regarding the length of time the agency has been in business, experience of individual translators and interpreters employed by the agency and specific information regarding experience your agency has had in providing legal translation and interpretation services. Outline how your agency will be able to respond within 48 hours for various duties.
- I. Qualifications of Staff: Provide the names of key personnel who will be assigned to the District's account, including their resumes and licenses/certifications and expand on their experience in the areas of supporting other governmental agencies.
- J. Replacement of agency's staff: Replacement personnel must have credentials equivalent, at a minimum to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the Office of the School Board Attorney for review and approval, prior to performing work on the District's account.
- K. Please indicate languages translated and interpreted.
- L. Other information, qualifications, or experience that you consider significant, innovative, pertinent, or otherwise relevant for the Board's consideration.
- M. Fee structure: Please provide a detailed proposed fee structure for the services outlined in the scope of work.

3.2 Evaluation Criteria

Proposals will be evaluated by a designated Selection Committee in order to ascertain which proposal(s) best meets the needs of the School Board and will be recommended to the School Board for approval. The selection committee will review all proposals received and may interview a short list of proposers through oral presentations. The School Board may select more than one agency/individual. Representatives of the School District will evaluate proposals in order to ascertain which proposal best meets the needs of the District. The evaluation committee will consist of, but not be limited to, the following members:

Representative, School Board Attorney's Office (2)

Representative, School Board Attorney's Office (1) (non-voting)

Representative, Business Community

Representative, Risk & Benefits Management

Representative, Office of Compliance and Business Services

Representative, Procurement Management Services (non-voting)

The selection as best qualified will be based on the following considerations:

1. Qualifications and experience of the proposer and/or proposer's agency including qualifications and experience.
2. Qualifications and experience of the individual(s) who will perform and oversee the work described in this RFP, and local accessibility and availability to the Board.
3. Fee structure.

3.3 Proposal Evaluation Process

RFPs are received and publicly opened. Only names of respondents are read at this time.

An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Procurement personnel will participate in an advisory capacity only.

The Evaluation Committee will come to consensus based upon the criteria listed in the Evaluation Criteria Section of this RFP. The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

Procurement Management Services will prepare and submit an agenda item.

The School Board will award or reject any or all proposal(s).

SECTION 4 – ADDITIONAL TERMS AND REQUIREMENTS

4.0 Board Rights

The Board reserves the right to accept or reject any or all proposals.

The Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The Board reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary.

The Board reserves the right to: (1) accept the proposals of any or all of the items it deems, as its sole discretion, to be in the best interest of the Board; and (2) the Board reserves the right to reject any/or all items proposed or award to multiple proposers.

4.1 Cancellation of Award/Termination

The Board Attorney reserves the right to terminate any contract resulting from this RFP, at any time and for any reason immediately upon written notification. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination. In the event the contract is terminated, said termination does not waive the right of the School Board to seek all applicable damages and/or remedies in law and/or in equity.

In the event the contract is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared for the District by the affected agency(s) or the agency's subcontractor or agent, under the contract shall be made immediately available to the District's designee requesting such documents, data, studies, correspondence, reports or other products.

The selected agency(s) shall be considered in violation of the contract if a translator fails to appear in the agreed upon time frame. The failure to comply with the terms of the contract may result in any of the following:

- Reduction in amount owed for translation services by an amount up to 100%
- No additional work to the awarded agency(s) until transcript is provided
- Termination of contract.

4.2 Legal Requirements

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Proposer(s) doing business with the School Board are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

4.3 Insurance Requirements

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability Insurance provided by the individual/agency shall conform to the following requirements:

- A. The individual agency's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- B. If on a claims-made basis, the individual/agency shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
- C. The minimum limits to be maintained by the individual/agency (inclusive of any amounts provided by an umbrella or excess policy) shall be \$3 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

4.4 Indemnification/Hold Harmless Agreement

The individual/agency(s) must enter into the following indemnification and hold harmless agreement:

The individual/agency(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims,

actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/agency's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/agency(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/agency(s), and (d) any act or omission, negligence, or intentional acts of the individual/agency(s), or any of the individual/agency's directors, officers, employees, agents, subcontractors or other representatives.

4.5 Confidentiality of Records

Proposer understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information or any information learned as a result of providing services to the District.

4.6 Permits and Licenses

The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

4.7 Intellectual Property Rights

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Proposal, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evinced in writing and included as a part of this Proposal.

This article will survive the termination of any contract with The School Board.

4.8 Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

4.9 Joint Proposal

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers' participation or present at district meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The district shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

4.10 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE Participation

Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each agency is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (**ATTACHMENT A**)

Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority agency, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

4.11 Choice of Law/Venue – Attorney’s Fees

The contract formed as a result of this RFP and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the state of Florida and the parties agree that the venue of any action at law or equity regarding this said contract shall be in any court of competent jurisdiction within Miami-Dade County, Florida. For any indemnification claim, the prevailing indemnifying party shall be responsible for both Parties’ attorney fees otherwise each party shall be responsible for its own attorney’s fees.

4.12 Implementation Schedule

The planned schedule for implementation of this Request for Proposals is as follows:

Procurement Contract Review Committee.....July 8, 2010

Mailing of Request For Proposals.....July 16, 2010

Deadline for Questions.....July 28, 2010

Opening of Proposals August 5, 2010

Evaluation of Proposals.....August 11, 2010

Recommendation for Award.....September 7, 2010

4.13 ADDITIONAL INFORMATION

Specific information concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m., on July 28, 2010, to:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Responses to questions will be posted to M-DCPS’ website and it is the responsibility of the proposers(s) to monitor the following link :<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>