

**REQUEST FOR PROPOSALS**

**PROVIDE AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION,  
CAPTION AND/OR COMPUTER-ASSISTED TRANSCRIPTION SERVICES**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**PROPOSAL RETURN DATE**

**APRIL 15, 2008**

**RFP NO. 071-HH10**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
PROCUREMENT MANAGEMENT  
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132  
REQUEST FOR PROPOSALS NO. 071-HH10

PROVIDE AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION,  
CAPTION AND/OR COMPUTER-ASSISTED SERVICES

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) April 15, 2008, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED THEIR PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR  
CONTRACTOR SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

BY: SIGNATURE \_\_\_\_\_

BY: TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

## **INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL**

### **I. PREPARING OF PROPOSALS**

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

### **II. SUBMITTING OF PROPOSALS**

- A. Number of Proposals:

A total of nine (9) copies, of the Proposal must be submitted as follows:

- \* The original proposal in a sealed envelope or box marked "Original."
- \*\* Eight (8) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) April 15, 2008.

### **III. CHANGE OR WITHDRAWAL OF PROPOSAL**

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to April 15, 2008. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After April 15, 2008, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.



#### **IV. PROTEST TO CONTRACT SOLICITATION OR AWARD**

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website [www.dadeschools.net](http://www.dadeschools.net)
- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- D. Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

#### **V. AWARDS**

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE.** Awards become official upon Board action.

- D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

## VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

## VII. PUBLIC ENTITY CRIMES

**Section 287.133(2)(a) Florida Statute.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

For all contracts involving Federal funds, in excess of \$10,000, The Board reserves the right to terminate the contract for cause as well as for convenience by issuing a certified notice to the vendor.



**IX. CONE OF SILENCE**  
**BOARD RULE 6GX13-8C-1.212**

DEFINITION:

- A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:
1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
  2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  2. Engaging in contract negotiations during any duly noticed public meeting;

3. Making a public presentation to the School Board during any duly noticed public meeting; or
4. Communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

#### **X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS**

**In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County. Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who **are permitted access on school grounds when students are present, who have direct contact with students** or who have access to or control of school funds must meet **level 2 screening requirements as described in the above-referenced statutes and School Board rules.****

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature,



requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to



make payment or perform any other duties under this Agreement.

#### **COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

#### **XI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

#### **XII. PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

#### **XIII. MISSING DOCUMENTS**

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant proposals may be disqualified.

#### **XIV. TERMINATION FOR CONVENIENCE**

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables;. (B) The School Board shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its proposal.

#### **XV. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

Specific Authority: 1001.41(1) (2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

**History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

New: 6-18-03

**Revised 03/08**



**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**  
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed on the school website at [www2.dadeschools.net/schoolboard/rules](http://www2.dadeschools.net/schoolboard/rules) all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or contractors, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
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**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PROPOSALS NO. 071-HH10**

**PROVIDE AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION,  
CAPTION AND/OR COMPUTER-ASSISTED TRANSCRIPTION SERVICES**

**I. NAME AND ADDRESS OF REQUESTOR**

The School Board of Miami-Dade County, Florida  
Division of Special Education (SPED)  
1500 Biscayne Boulevard, Suite 407  
Miami, Florida 33132

**II. PURPOSE OF REQUEST FOR PROPOSALS**

The purpose of this Request For Proposals is to evaluate and select one or more agencies in the field of sign language interpretation to provide American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services to Miami-Dade County Public Schools students who are Deaf or Hard-of-Hearing. Students are located at school sites district-wide. Parent and teacher contacts/conferences and other related activities are services to be provided at designated school sites district wide.

**III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

Nine (9) copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Local Time), April 15, 2008 at:

The School Board of Miami-Dade County, Florida  
Bid Clerk, Division of Procurement Management Services  
1450 N.E. 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 proposers. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked **"PROVIDE AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION, CAPTION AND/OR COMPUTER-ASSISTED TRANSCRIPTION SERVICES"**.



It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about June 18, 2008. If accepted, notification to the successful proposer(s) will be on or after June 18, 2008. The School Board reserves the right to reject any and all proposals.

#### **IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT AND DESCRIPTION OF THE PROGRAM**

Services are requested to provide American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services, district wide, and in accordance with Title 34 Code of Federal Regulations (CFR) §300.34(c)(4) and as required by Florida Statutes (F.S.) Deaf or Hard-of-Hearing Rules 6A-6.03013, 6A-6.0331 and 6A-2.0010, Florida Administrative Code (FAC).

The agency (ies) selected to provide the service will submit a plan for providing American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services in the designated schools. Each school will identify the students, their classroom schedules, selected staffing, and/or extracurricular activities during which these services are needed. The agency must demonstrate in the proposal its capacity to provide American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services for approximately 200 students.

Qualifications, experience and background, and criteria for providing American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services to students are to be consistent with the recommendations as identified in the Scope of Services of the Division of Special Education (See Attachment A).

Additionally, proposers are to describe how follow-up, monitoring and evaluation of services will be managed.

Miami-Dade County Public Schools (M-DCPS) has been providing counseling services in programs for students who are Deaf or Hard-of-Hearing through professional service contracts. A new RFP must be developed in order to provide services to new or existing programs or students in need of interpretation services.

#### **V. SCOPE OF SERVICES AND GENERAL REQUIREMENTS**

Educational and audiological services are offered to Miami-Dade County Public Schools (M-DCPS) students who are Deaf or Hard-of-Hearing and enrolled in selected programs and classes. Programs using an auditory/oral or total communication approach are offered at the elementary, middle and high school level.

The Executive Director, Division of Special Education, has the responsibility to ensure each student who is Deaf or Hard-of-Hearing has the opportunity to receive instruction in methods of communication appropriate to meet the student's individual needs.

The district has staff sign language interpreters skilled in providing American Sign Language (ASL) interpreter services to students who are Deaf or Hard-of-Hearing and needing to access instruction in general education classes and participate in Individual Education Plan (IEP) meetings and/or extracurricular activities whenever appropriate.

These services that are sought, on-site at each school, are to include:

- Interpreting for students who are Deaf or Hard-of-Hearing,
- Responding to requests for and assigning contract American Sign Language interpreters or caption/CART transcription services (**Attachment A- Interpreter Request Form**) for each student and documenting and verifying all services on a Weekly Contact Service Log to be submitted to the Division of Special Education.
- Completion of additional data forms may be required;

The fundamental role of an interpreter, regardless of specialty or place of employment, is to facilitate communication between persons who are deaf and hard of hearing and others. Educational interpreters facilitate communication between deaf students and others, including teachers, service providers, and peers within the educational environment. The educational team may be composed of school personnel and parents and may be more structured in some school sites than others. The educational interpreter is a member of the educational team and should be afforded every opportunity to attend meetings where educational guidelines are discussed concerning students who are provided services by that interpreter.

Educational interpreters are responsible for providing an interpreted message in a language (i.e., American Sign Language) or mode [interpretation/transliteration] that is understandable to the student who is deaf or hard-of-hearing. Other English sign forms, as well as American Sign Language, exist and are used by students who are Deaf or Hard-of-Hearing.

The Division of Special Education has developed a plan to contract with individuals/agencies to provide American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services to students who are Deaf or Hard-of-Hearing. Individuals/agencies can expect to provide services to approximately 250 students from July 2008 through June 2009.



These services that are sought, on-site at selected schools, are described as such:

Interpreting is the primary responsibility of the ASL interpreter. The interpreter may perform this responsibility in a variety of settings, in and outside of the classroom including, but not limited to:

- instructional activities
- field trips
- club meetings
- assemblies
- counseling sessions
- athletic competitions

Responsibilities that maximize the interpreter's effectiveness during non-interpreting periods of time might include, but are not limited to:

- planning and preparing for the interpreting task
- presenting in-service training about educational interpreting
- working with teachers to develop ways of increasing interaction between deaf students and their peers
- if qualified, tutoring the student who is deaf or hard of hearing
- if qualified, teaching sign language to other school staff and to pupils who are not deaf

The educational interpreter's responsibilities and the relative proportion of time between interpreting and non-interpreting responsibilities are likely to vary from one work setting to another and may be influenced by a number of factors which may include:

- number of students who are deaf or hard of hearing in the school or district and distribution across grade levels and school buildings
- possibility of physical injury due to stress or overuse
- nature of the employment; full-time, part-time, or hourly
- interpreter's background, knowledge, skill, and competencies, qualifications and availability of the interpreting staff

Staff from the agency(ies) will be required to complete a weekly log documenting hours of service for each student served (**Attachment B- Weekly Contact Log for Contract Sign Language Interpreter**). Contract Interpreters will also be required to obtain verification and signature of school site administrators or their designee for each direct service that is provided. A monthly invoice based upon hours of services rendered must also be submitted at the end of each month.

## VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

Proposers must possess the following minimum qualifications to be considered for the provision of services and provide documented proof of such.

- A. “Qualified sign language Interpreter” for the purpose of this Request for Proposals with M-DCPS shall mean those interpreters who possess a minimum of one of the following credentials:
- B. Certification through the Registry of Interpreters for the Deaf, Inc.
  - a. (CI, CT, CSC, IC, TC, or IC/TC)
- C. Certification through the National Association of the Deaf, Inc.
  - a. (Level 3, Level 4, or Level 5)
- D. Florida Registry of Interpreters for the Deaf, Inc.
  - a. Quality Assurance (QA) Screening Level 2 or Level 3
- E. Florida Registry of Interpreters for the Deaf, Inc.
  - a. Educational Interpreter Evaluation (EIE) Screening Level 2 or Level 3
- F. Educational Interpreters Performance Assessment – Boystown
  - a. (Level 3, Level 4, or Level 5)
- G. The required credential held by the sign language interpreter must be valid at the time the service is provided including RID and FRID membership.
- H. State the experience for **each** professional that will provide services for mental health counseling and psychiatric consultation services on **Attachment C- Provider Application Form**. This must include a minimum of one (1) year experience working with students who are Deaf or Hard-of-Hearing and information on other qualifications, skills and areas of expertise that would assist in the provision of interpretation/transliteration, caption and/or CART services.
- I. Proposer(s) should submit a brief **one-page** resume(s) documenting the required experience, as well as documentation to confirm that the proposer has checked references related to interpreting experiences.
- J. Documentation of bilingual capability in one or more of the following languages:
  - American Sign Language, Spanish Sign Language, Haitian Creole Sign Language for **each** sign language interpreter, if applicable.



- K. A minimum of two letters of reference written no more than one year prior to the date this RFP for each professional that will provide services.
- L. Complete **Attachment D – Proposer’s Fee, Proposed Service Area, and Certification of Hours of Services**, which must included the proposed hourly fee (one hourly fee is required) for American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services and the signature of the authorized person empowered to submit this proposal indicated in the space provided. Do not differentiate fees for specific services.
- M. Identification of the proposer’s staff member to serve as liaison for service delivery and description of this staff member’s qualifications and experience
- N. Complete Affirmative Action Employment Breakdown Form. (**Attachment E**).
- O. Complete and submit **Anti-Collusion Statement** including the signature of the authorized person empowered to submit this proposal (Page “ii” of this proposal).

## VII. TERMS OF CONTRACT

The term of the proposal shall be for an initial one (1) year period from July 1, 2008 through June 30, 2009 and may, by mutual agreement between the School Board and the Awardee, be extended for two (2) additional one (1) year periods, and if needed, 90 days beyond the expiration date of the current renewal period. The School Board, through Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party sixty days (30) prior notice.

## VIII. 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 Insurance in the name of the proposer with limits of liability not less than \$1,000,000 per wrongful act.

1. Commercial General Insurance on a comprehensive basis in an amount not less than \$300,000 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.
2. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

## **IX. INDEMNIFICATION**

The individual/firm(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/firms' 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/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firms' directors, officers, employees, agents, subcontractors or other representatives.

## **X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

### **Equal Employment Opportunity**

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

## **XI. EVALUATION OF PROPOSALS**

Representatives of the school district will evaluate proposals, in order to ascertain which proposal best meets the needs of the School Board. The selection committee will consist of the following:

- A Regional Center Instructional Supervisor of SPED or designee;
- A Supervisor of the Division of SPED;
- An Administrator from the Division of Special Education or designee;
- A representative of the Superintendent's District Advisory Panel for SPED;
- Administrator from Division of Business Development and Assistance, or designee;
- Administrator from Procurement Management Services; or designee;
- A representative of a school receiving contracted interpreter services; and
- A representative of United Teachers of Dade.

The evaluation committee will consider the following specific criteria:

- A. The responsiveness of the proposal in clearly stating an understanding of the work to be performed within the established time frames.
- B. The cost may not be the dominant factor but will have some significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.
- C. Primary emphasis in the selection process will be placed on the background, qualifications, and experience in the area of providing American Sign Interpretation/Transliteration, Caption and/or Computer-Assisted Realtime Transcription (CART) services to students who are Deaf or Hard-of-Hearing (**Attachment C**). Preference will be given to proposers who can provide sign language interpreters who have bilingual capability in any one or more of the following languages: Spanish Sign Language, Haitian Creole Sign Language.
- D. M/WBE Participation; and
- E. Past Performance

The school district reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made, a professional services agreement acceptable to the Attorney for the School Board will be entered into with the successful proposer(s). No debriefing or discussion will be held with unsuccessful proposers. The School Board retains the right to waive irregularities and to request clarifications in the proposal. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the services, which may be required by the School Board.

### **XIII. IMPLEMENTATION SCHEDULE**

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee.....	April 3, 2008
Mailing of RFP.....	April 3, 2008
Opening of Proposals.....	April 15, 2008
Evaluation completed by Selection Committee .....	April 25, 2008
Contract Award.....	June 18, 2008



#### **XIV. ADDITIONAL INFORMATION**

Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) April 7, 2008, via e-mail, to the individual listed below:

Ms. Barbara Jones, Executive Director  
Department of Procurement Management Services  
Miami-Dade County Public Schools  
1450 NE Second Avenue, Room 356  
Miami, Florida 33132  
Telephone: 305 995-2348  
E-mail: [bjones@dadeschools.net](mailto:bjones@dadeschools.net)

**ATTACHMENT A**  
**Miami-Dade County Public Schools**  
**Interpreter/Transliterators Services for Deaf/HH Request**

Ms. Ofelia Balboa  
Phone: 305-274-3501  
Fax: 305-598-7752  
E-mail: [obalboa@dadeschools.net](mailto:obalboa@dadeschools.net)

Assignment Date: \_\_\_\_\_ Day of the Week: \_\_\_\_\_  
Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
Address & Location: \_\_\_\_\_  
\_\_\_\_\_  
Subject or Event: \_\_\_\_\_  
Language: American Sign Language

**CONFIDENTIAL**

Student Name: \_\_\_\_\_ ID # \_\_\_\_\_  
Parent/Consumer Name: \_\_\_\_\_  
Staff Requestor Name: \_\_\_\_\_

Requestor: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person (on site) if different than above:

Requestor: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Return completed form to Ms. Ofelia Balboa at [obalboa@dadeschools.net](mailto:obalboa@dadeschools.net).

A **At least 2 WEEKS** notice is required prior to date of services. is required for the interpreter's request. Confirmations will be submitted to the requestor/contact person as soon as the interpreters respond to the request.

(Please do not write below this line)

Request #: \_\_\_\_\_ Request Date: \_\_\_\_\_ Cancellation Date: \_\_\_\_\_

Agencies Contacted: \_\_\_\_\_

Agency providing services: \_\_\_\_\_

Name of 1<sup>st</sup> assigned interpreter: \_\_\_\_\_

Name of 2<sup>nd</sup> assigned interpreter: \_\_\_\_\_

Comment: \_\_\_\_\_

Timely Request:	Untimely Request:





**DIVISION OF SPECIAL EDUCATION**  
**Weekly Contact Verification Log**  
**Sign Language Interpretation/Transliteration Services**

Name of Sign Language Interpreter:

Week of:

Name of School Site:			TIME		LOCATION OF SERVICE	TOTAL			COMMENTS*
STUDENT NAME/TASK (Attach List)	SERVICES PROVIDED (See Legend Below)	DATE	FROM	TO		HOURS	MINUTES		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
						TOTAL HOURS			

CL - Classroom Interpreting EC - Extracurricular Activity

MTG - IEP/Staffing

PC - Parent Consultation

FT - Field Trip

*I certify that these services  
have been rendered to the  
students listed above*

Sign Language Interpreter (Signature)

Date

Company/Vendor Name

Regional Center/School Administrator or Designee Date

\*Provide relevant statements in comment section

**THIS IS AN OFFICIAL DOCUMENT**

ATTACHMENT C

AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION, CAPTION AND/OR  
COMPUTER-ASSISTED REALTIME TRANSCRIPTION SERVICES

PROVIDER APPLICATION FORM

Provider's Name: \_\_\_\_\_ Date of Bid Submission: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Type of Credential: \_\_\_\_\_ Number: \_\_\_\_\_

How many years have you been providing interpreter services: \_\_\_\_\_

In Miami-Dade County? \_\_\_\_\_ Outside of Miami-Dade County? \_\_\_\_\_

Are you bilingual? \_\_\_\_\_ If yes, what languages? \_\_\_\_\_

Please note your professional specialization skills:

\_\_\_\_\_ Educational/Classroom Setting  
\_\_\_\_\_ Tutoring

\_\_\_\_\_ Professional Development Workshops \_\_\_\_\_ Extracurricular Activities

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_



ATTACHMENT D

AMERICAN SIGN LANGUAGE INTERPRETATION/TRANSLITERATION, CAPTION AND/OR  
COMPUTER-ASSISTED REALTIME TRANSCRIPTION SERVICES

PROPOSER'S FEE, PROPOSED SERVICE AREA, AND CERTIFICATION  
OF HOURS OF SERVICES

I. PROPOSER'S FEE

Hourly Fee \_\_\_\_\_

II. PROPOSED SERVICE AREA

Proposers must specify the school(s) for which they are proposing to provide services

(Check one or more of the regional areas below)

\_\_\_\_\_ Regional Center I

\_\_\_\_\_ Regional Center II

\_\_\_\_\_ Regional Center III

\_\_\_\_\_ Regional Center IV

\_\_\_\_\_ Regional Center V

\_\_\_\_\_ Regional Center VI

\_\_\_\_\_ District wide

LEGAL NAME OF AGENCY OR CONTRACTOR SUBMITTING PROPOSAL:

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME TYPED: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

