

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

ROID

<input checked="" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No.: FB-00132
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>	LIVING WAGE APPLIES: ___YES ___NO				

Requisition/Project No: FB-01257 (RQPR2000005)

TERM OF CONTRACT: 5 YEARS

Requisition/Project Title: Sign Language Interpretation and Translation Services

Description: Provision of sign language interpretation and translation services for various County departments on an as needed basis.

User Department: PROS - \$300,000, PHCD - \$50,000, MDCR - \$35,000, OMB - \$27,350, AV - \$25,000, ISD - \$15000, DSWM - \$6,000, MDFR - \$5000, JU \$2000

Issuing Department: ISD / PROS

Contact Person: Coleen Christie, 305-375-5765; Coleen.Christie@miamidade.gov

Estimated Cost: \$465,350

Funding Source: General Fund, Proprietary Funds, Internal Services Funds

Revenue Generating: N/A

ANALYSIS

Commodity/Service No: 96146; 96175 :

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here if this is a New Contract/Purchase with no Previous History

PREVIOUS

2ND YEAR

3RD YEAR

Contractor:	Interpreters Unlimited, LLC AllWorld Language Consultants, Inc.		
Small Business Enterprise:			
Contract Value:	\$453,000		
Comments:			

Continued on another page (s): ___Yes No

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Coleen Christie

Date to DBD: 11/21/2019

Date Returned to DPM: _____

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the provision of sign language interpretation and translation services for various County departments on an as needed basis. Services are divided into the following groups:

1. Group I (A & B) - In-Person, On-Site Interpreter Services
2. Group II – Video Remote Interpreting (VRI) Services
3. Group III – Communication Access Real-time Translation (CART) Services
4. Group IV – C-Print Services

Group I has two sub-groups which are differentiated by A and B as follows:

1. A: Non-Federally Funded Departments
2. B: Federally or Grant Funded Departments. Information regarding this sub-group is detailed in Sections 2.13, 2.14, 2.15 and Section 4, Price Schedule.

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 Notice of Award Letter 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: TO LOWEST PRICED BIDDER BY GROUP

Award of Groups I through IV 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.

2.4 SUBMITTAL REQUIREMENTS

Bidders must meet the qualification requirements below:

2.4.1 Business References

1. Bidders must be regularly engaged in the business of providing services as specified herein for a minimum of three (3) years. Bidders must submit two (2) signed and verifiable business 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

2.4.2 Certification Requirements

Bidders must provide interpreters and/or translators that hold certifications from and membership with one or more following:

a) Groups I & II

1. National Interpreter Certification (NIC) from the Registry of Interpreters for the Deaf (RID), or
2. At least Level IV (Advanced) Certification from the National Association of the Deaf (NAD) and valid membership with RID.
3. Registry of Interpreters for the Deaf (RID)
4. National Association of the Deaf (NAD) and valid membership with RID
5. Florida Registry for the Deaf and valid membership with RID

b) Group III

1. Real-time Captioner Certification from the National Court Reporters Association or equivalent certification from other organizations./Registered CART Provider – Master (RCP-M) from National Verbatim Reporters Association (NVRA)

c) Group IV

1. C-Print Captionist Certification from the Rochester Institute of Technology / National Technical Institute for the Deaf or equivalent certification from other organizations.

Bidders must maintain active RID membership as applicable. The qualification requirements must be submitted with the bidders' submittal.

2.5 PRICES

The quoted prices shall be deemed to provide full compensation to Awarded Bidder(s) 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.

2.6 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this solicitation is specific to identified County departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from Awarded Bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.7 DEFICIENCIES IN SERVICES

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 three (3) 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 three 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 three 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.

2.8 NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A WORK ORDER OR PURCHASE ORDER:

Awarded Bidder(s) shall neither commence any work, nor enter a County work premise, until a Work Order or Purchase Order directing the Awarded Bidder to proceed with various items of work has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere herein.

2.9 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 user departments 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 a price with an Awarded Bidder(s) for these similar services, or to acquire the services through a separate solicitation.

2.10 WORK ASSIGNMENTS IDENTIFIED BY THE COUNTY

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Awarded Bidder(s) shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

Determination of the number of minutes/hours of sign language services, translation and interpreting of words for each assignment will be made by the County Department. Awarded Bidder(s) and the County Department will mutually agree, in writing, of the beginning and ending dates of the work assignment.

2.11 WORK ACCEPTANCE

The interpreting services are subject to inspection by an authorized representative of the County. This inspection shall be performed to determine accuracy, acceptance of service, and appropriate invoicing.

2.12 BACKGROUND SCREENING

In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act (the Act), all Awarded Bidder(s) personnel, and volunteers that will provide any service at a park or golf course, must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.

The requirements are as follows:

- A. Background checks shall be conducted by a professional background screener. Awarded Bidder(s) shall obtain and maintain a report as to whether each child event worker, park bidder, staff member or volunteer is listed on the National Sex Offender Public Registry.
- B. A comprehensive report and analysis shall be obtained from no less than two independent databases/sources, on the nationwide criminal history of such child event worker, park bidder, staff member or volunteer. This background information shall be part of the background check report that shall be kept and maintained by the Awarded Bidder(s) and be available to law enforcement personnel upon request.
- C. Awarded Bidder(s) shall ensure that all its personnel and volunteers have been verified as being United States Citizens or having legal immigrant status prior to and throughout employment.
- D. Awarded Bidder(s) shall conduct background checks every three years after start of service and shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. Any subsequent arrest of Awarded Bidder(s) personnel and volunteers shall be reported to the awarded Bidder within 48 hours of such arrest.

2.13 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade PHCD or other grant funded Departments. As a federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation. The following provisions from Section 1, General Terms and Conditions shall be exempted, they are as follows:

- 1. Local Preference
- 2. Office of the Inspector General, the fee portion only
- 3. Small Business Enterprise (SBE) Measures
- 4. Local Certified Service-Disabled Veteran's Business Enterprise Preference
- 5. First Source Hiring Referral Program
- 6. County User Access Program – UAP

2.14 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT SECTION 3 GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866), see **Appendix B**

Section 3 (24 CFR Part 135.1) requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requires recipients, contractors and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.

Contractors must familiarize themselves with Section 3 regulations and requirements. Contractors interested in receiving more information on Section 3 requirements, or interested in becoming a PHCD-certified Section 3 Business Concern shall contact PHCD Section 3 Coordinator at Section3@miamidade.gov. Note: In order for a contractor/bidder to qualify for a Section 3 contracting preference, the contractor/bidder must be pre-certified by PHCD as a Section 3 business, at least 14 days prior to the bid opening date.

All contractors/bidders (Section 3 and non-Section 3) are required to execute and submit under this Contract all the required forms listed on Section VII of this document at the time of bidding and post-award. Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.

For more information the Section 3 requirements, or to request an application, you may contact Public Housing and Community Development (PHCD) Section 3 Coordinator by email at Section3@miamidade.gov, or visit PHCD's website at <http://www.miamidade.gov/housing/section-3.asp>

2.15 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since services that will be acquired under this contract will be purchased in part or whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for handicapped workers are incorporated into this solicitation and resultant contract by reference.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The objective of this solicitation is to establish a contract for the provision of sign language interpretation and translation services to various Miami-Dade County departments, on an as-needed basis. Awarded Bidder(s) shall provide interpretation and translation services for persons who are deaf and/or blind. Awarded Bidder may be required to provide services that will require, but not limited to, interpretation of medical, mental health and substance abuse terminology. Awarded Bidder(s) shall facilitate communication individually and in group settings as assignments include, but are not limited to board meetings, press conferences, hearings, interviews, legal situations, training sessions, theatrical productions, community events, intake process, classification hearings, disciplinary hearings, religious services, educational classes, NA/AA meetings and other interactions with staff that implicate due process rights. Awarded Bidder(s) shall satisfy the County’s service requests by providing duly certified and proficient interpreters and translators. Awarded Bidder will be responsible for, but not limited to, assuring that all interpreters sent on assignment to the County are fully certified and covered by the insurance requirement outlined herein. 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 are divided into the following groups:

1. Group I (A & B) - On-Site Sign Language Interpreting Services
2. Group II – Video Remote Interpreting (VRI) Services
3. Group III – Communication Access Real-time Translation (CART) Services
4. Group IV – C-Print Services

3.2 SERVICES TO BE PROVIDED

Awarded Bidder(s) shall furnish all labor, material, equipment and necessary supervision to provide the following services:

3.2.1 Group I (A & B) – On-Site Sign Language Interpreting Services

County departments will contact Awarded Bidder to request the appearance of duly certified sign language interpreters at various County locations.

3.2.2 Group II - Video Remote Interpreting (VRI)

Video Remote Interpreting is a fee-based interpreting service where at least one person is at a distance. The deaf participant and hearing participant are in the same room. The interpreter can be physically located at a call center in another city, working remotely. Awarded Bidder must have capability to connect with the County through the use of a high-speed network system. The Awarded Bidder must also be able to provide

on demand VRI services 24/7 via app based system or online platform that is compatible with a cellphone or tablet.

3.2.3 GROUP III - Communication Access Real-time Translation (CART)

Communication Access Real-time Translation (CART) is nearly verbatim, word-for-word instant translation of spoken word into written text using a stenotype machine or notebook computer and real-time software. The text appears instantly on a computer screen so that the deaf or hard of hearing participant may read what is being said. This service is used primarily by hard-of-hearing and late-deafened consumers. The level of translation services will be determined by the user department, as needed. Awarded Bidder must furnish all equipment necessary to provide this service and be able to provide a text file following the event.

3.2.4 GROUP VII C - Print:

C-Print is a summarized, computer-aided speech-to-text system for persons who are deaf/ hard of hearing and prefer printed text rather than sign language as an accommodation; which is often used in educational/professional settings.

3.3 ASSIGNMENTS:

Assignments of less than two hours will be covered by a single interpreter; except in the case of unusual circumstances when other arrangements are approved by the requesting County department. The interpreter shall arrive 10 to 15 minutes prior to the assignment start time, at no additional charge to the County. Assignments that exceed more than two (2) hours shall require more than one (1) interpreter except in unusual circumstances when other arrangements are approved by the Awarded Bidder and requesting County department.

3.4 NON-BUSINESS HOURS AND EMERGENCY ASSIGNMENTS:

A majority of the assignments will be performed during the County's business hours, that is, 8:00a.m. to 5:00p.m., weekdays. Awarded Bidder(s) shall also provide "non-business hours" and "emergency" assignments. "Non-business hour" assignments are those assignments that cannot be performed during business hours including those that must be performed on weekends, holidays or outside of 8:00a.m. to 5:00p.m., weekdays. Some County departments operate 24/7 basis and will require services on a 24/7 basis. Awarded bidder must be able to respond to the needs of County departments operating on a 24/7 basis.

"Emergency" assignments are defined as those assignments that require the Awarded Bidder(s) to provide interpreter(s) or translator(s) with less than twenty-four (24) hours' notice. "Emergency" assignments are also defined as services requested with less than twenty-four (24) hours' notice due to an emergency situation or an occurrence of a natural disaster, as deemed by the County. Awarded Bidder must be able to provide emergency services as requested by the Office of Emergency Management, the Mayor's Office, Miami Dade Aviation Department or any other County Department in which the interpreter/s or translator/s will be required to be housed for periods of twenty-four (24) hours or more. As needed by the County.

"Emergency" assignments do not include requests received via VRI on-demand services provided through a mobile app or online based system.

3.5 RESPONSE TIME/QUALITY OF SERVICE:

Awarded Bidder(s) shall provide the name of interpreter, as listed in their proposal, within 48 hours of the assigned start date. If the Awarded Bidder(s) indicates their inability to provide a requested interpreter, or fails to provide the name within 48 hours, the County reserves the right to procure services as deemed necessary. Awarded Bidder shall have the capability to provide services within two hours of the request from a County Department.

Miami-Dade County is mandated through the Americans with Disabilities Act and is responsible for providing effective communication. If complaints to the Office of ADA Coordination and to the County indicates the awarded Bidder is frequently inefficient in providing the services to a County department to the extent that it is hindering the user department's effort to fulfill its obligation to provide interpreting services, the Office of ADA Coordination and the County reserves the right to recommend probation, suspension or possible termination of the Awarded Bidder(s) from the contract and re-award to the next lowest Bidder under the contract.

3.6 INTERPRETER PROFESSIONAL CONDUCT:

The tenets as follow are to be viewed holistically and used as a guide to complete professional behavior when providing services under this contract.

1. Interpreters must adhere to standards of confidential communication.
2. Interpreters must possess the professional skills and knowledge required for the interpreting situation.
3. Interpreters must conduct themselves in a manner appropriate to the interpreting situation.
4. Interpreters must demonstrate respect for their consumers.
5. Interpreters must maintain ethical business practices.

3.7 LIST OF INTERPRETERS

Proof of certification should be returned with the Bidder's submittal. If not provided with submittal, the Bidder must submit within three (3) business days of the County's request.

3.8 CANCELLATIONS BY THE COUNTY

Due to the nature of the services, cancellations may occur. As a result, the County's guidelines are as follows:

1. The County reserves the right to cancel with notice prior to 48 hours before assignment start time at no cost.
2. Cancellations within 24 – 48 hours of assignment start time, the County will pay 50% of the assigned hours.
3. Cancellations within 24 hours of assignment start time, the County will pay 100% of the assigned hours.

NOTE: Should the County cancel any assignment; fees will not be charged for the hours that can be re-assigned to another County assignment.

3.9 CANCELLATIONS BY THE AWARDED BIDDER(S):

Due to the nature of the services, cancellations may occur. As a result, guidelines are as follows:

1. Awarded Bidder(s) may cancel with notice prior to 48 hours before assignment start time without fees to the County.
2. Cancellations within 24–48 hours of assignment start time, Awarded Bidder(s) will pay the County 50% of the hours assigned.
3. Cancellations within 24 hours of the assignment start time, Awarded Bidder(s) will pay the County 100% of the hours assigned.

3.10 PENALTIES FOR LATENESS:

The County will deduct 10% from total invoice(s) amount for every minute the interpreter is late from the assignment start time.

3.11 MINIMUM BILLABLE TIME:

Two (2) hours will be the minimum billable time. Therefore, an interpreter will be assumed to be available for the two-hour minimum time even on assignments expected to run less than two hours. However, if the Awarded Bidder(s) states that an interpreter can only accept an assignment if it is for a stated specific amount of time which is less than two hours, and if the requesting department concurs, Awarded Bidder(s) shall provide the interpreter with a form specifying the maximum agreed time availability of the interpreter to take to the assignment. A copy of the form must include as a part of the invoice submitted for payment (also known as the confirmation sheet) and the invoice shall be for the actual hours the interpreter performed on the assignment.

Time worked to exceed the two (2) hour minimum billable time shall be billed to the County in 15 minute increments. The hourly billing rate offered by the awarded Bidder shall be prorated and paid accordingly.