

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

Rev 1

**New contract**   
  **OTR**   
  **CO**   
  **SS**   
  **BW**   
  **Emergency**

Previous Contract/Project No:  
9056-0/14

**Re-Bid**   
  **Other**

LIVING WAGE APPLIES: \_\_\_ YES \_\_\_ X NO

Requisition/Project No: ROID1400128      TERM OF CONTRACT: 5 years with \_\_\_ one year options-to-renew

Requisition/Project Title: Sign Language Interpreting and Translation Services

Description: This contract will provide sign language interpreter services for several Miami-Dade County Departments. The County shall accept certification from nationally certified institutions such as The American Consortium of Certified Interpreters (ACCI), National Association for the Deaf (NAD), Registry of Interpreters for the Deaf (RID), or from the Florida Registry of Interpreters for the Deaf (FRID). Many private firms, community colleges and universities offer certificate programs and/or an AA Degree in the language to be interpreted, for QA3, QA2 & QA1 certified.

User Department(s): PARKS, ISD, PWWM, RER, BUDGET, JUD, MDFR, HUD, CORRECTIONS, VIZCAYA, CAHSD, COMMUNITY INFORMATION OUTREACH, POLICE

Issuing Department: Internal Services Department  
Estimated Cost: \$500,000.00

Contact Person: Ingrid Bernal    Phone: 305-375-4211  
Funding Source: General Funds, Proprietary (PW, PE, Vizcaya), Grant (JUD), Fire District, Federal (HUD),

**ANALYSIS**

Commodity/Service No: \_\_\_\_\_ SIC: \_\_\_\_\_

**Trade/Commodity/Service Opportunities**

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

	EXISTING	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			

Continued on another page (s): \_\_\_ Yes \_\_\_ No

**RECOMMENDATIONS**

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

Basis of Recommendation:

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Signed: Ingrid Bernal

Date to DBD: 8/29/2014

Date Returned to DPM: \_\_\_\_\_

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 DEPT. BUSINESS DEV.  
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**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 purchase of sign language interpreting services in conjunction with the County's needs on an as needed when needed basis. There are eight types of Services required which have been divided into the following groups:

1. GROUP I - National Certified Sign Language Interpreter
2. GROUP II – Sign Language Interpreter Quality Assurance Level (QA3)
3. GROUP III - Sign Language Interpreter Quality Assurance Level (QA2)
4. GROUP IV- Sign Language Interpreter Quality Assurance Level (QA1)
5. GROUP V- Emergency Services
6. GROUP VI – Video Remote Interpreting (VRI)
7. GROUP VII – Communication Access Realtime Translation (CART)
8. GROUP VIII – C-Print

The groups are further defined in Section 3.

**2.2 TERM OF CONTRACT: FIVE (5) YEARS**

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 which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods.

**2.3 METHOD OF AWARD: TO LOWEST PRICED BIDDER BY GROUP**

Award of this contract will be made to the lowest priced responsive, responsible awarded bidder on a group-by-group basis. To be considered for award for a given group, the bidder shall offer prices for all items within the given group. The County will then select the bidder for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

The successful awarded bidder shall provide a toll free telephone number and furnish all labor, equipment and necessary supervision to supply telephone interpreting services which are to be provided on a 24-hour, 7 days per week basis. The awarded bidder shall be available to provide services during peak times 6:00 am – 6:00 pm and non-peak times 6:00 pm – 6:00 am.

**2.3.1 MINIMUM QUALIFICATIONS REQUIRED FOR BIDDER:**

All groups must meet the minimum qualifications as stipulated herein. The County may, at its sole discretion and in its best interest, allow Bidder (s) to provide the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County will result in the Bidder (s) proposal not being considered for contract award.

Bidders shall be regularly engaged in the business of providing the services herein for group bid on as specified herein. Bidders shall provide certified documentation that demonstrates their ability to satisfy the minimum qualification requirements. Provide three (3) business references showing proof of having provided sign language interpreting services. The bidder must show proof of previously being in business of providing sign language services for a minimum of five years by providing verifiable references.

2.3.1.2 GROUP I - National Certified Sign Language Interpreter:

Bidders must have qualified interpreters that possess certification from at least one of the nationally accredited institutions identified in Section 2, paragraph 2.4. Proof of interpreter's certification must be submitted along with the bid submittal or as determined by the County.

2.3.1.3 GROUP II – Sign Language Interpreter Quality Assurance Level (QA3):

Bidders must have qualified interpreters that possess certification from at least one of the institutions identified in Section 2 paragraph 2.4. Interpreters must also possess a certificate from at least one of the private firms, community colleges or universities which offers a certificate program. Proof of certification must be submitted along with the bid submittal or as determined by the County.

2.3.1.4 GROUP III - Sign Language Interpreter Quality Assurance Level (QA2):

Bidders must have qualified interpreters that possess certification from at least one of the institutions identified in Section 2 paragraph 2.4. Interpreters must also possess a certificate from at least one of the private firms, community colleges or universities which offers a certificate program. Proof of certification must be submitted along with the bid submittal or as determined by the County.

2.3.1.5 GROUP IV- Sign Language Interpreter Quality Assurance Level (QA1):

Interpreters must possess a certificate from at least one of the private firms, community colleges or a university which offers a certificate program in Section 2, Paragraph 2.4. Proof of certification must be submitted along with the bid proposal or as determined by the County.

Note: The use of QA1 interpreter will also be utilized for children's programs, when appropriate. The use of this group must be verified and approved by the office of (Americans with Disabilities Act) ADA Coordination, the user department and the awarded Bidder.

2.3.1.6 GROUP V- Emergency Services for Groups I, II, III, and IV:

- A. Request for emergency assignments are defined as: County requests that require the Awarded Bidder to provide an interpreter within (24) hours of notice. If emergency services are requested the Awarded Bidder shall charge the flat rate fee for emergency services.

- B. Request for this emergency service is defined as an interpreter who is providing regular interpreting services for any group and in any of those time increments, that will be housed at the Office of Emergency Management or the Mayor's Office for a twenty-four (24) hour period in the event of an emergency situation or an occurrence of a natural disaster.

2.3.1.7 GROUP VI – Video Remote Interpreting (VRI):

Video Remote Interpreting is a free-based interpreting situation 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 and connected through a high-speed internet connection. The County shall accept certification from National Association for the Deaf (NAD) and Registry of Interpreters for the Deaf (RID) for Video Remote Interpreting (VRI) services. The awarded bidder shall be required to submit evidence of such certification for each interpreter(s) providing services with their bid submittal or as determined by the County.

2.3.1.8 GROUP VII – Communication Access Realtime Translation (CART):

Communication Access Realtime Translation (CART) is nearly verbatim, word-for-word, instant translation of spoken word into written text using a stenotype machine, notebook computer and realtime software. The text appears instantly on a computer screen so that the deaf or hard of hearing participant may read what is being said. The County shall accept certification from The National Court Reporters Association (NCRA) which is a national certified institution. The National Court Reporters Association has several levels of acceptable certifications to perform Communication Access Realtime Translation (CART) such as: Registered Professional Reporter (RPR), Registered Merit Reporter (RMR), Registered Diplomate Reporter (RDR), Certified Realtime Reporter (CRR), Certified Broadcast Captioner (CBC) and Certified CART Provider (CCP). CART services are performed by specialty trained stenographers; many are former court reports or by a Certified Broadcast Captioner (CBC) and Certified CART Provider (CCP). The level of translator needed will be determined by the user department, as needed. The awarded bidder shall be required to submit evidence of certification for each translator(s) providing services with their bid submittal package or as determined by the County.

2.3.1.9 GROUP VIII – 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. The awarded bidder shall be required to submit evidence of experience and certification for each C-Print Captionist providing services with their bid submittal or as determined by the County.

**2.3 PRICES:**

If the awarded Bidder is awarded a contract under this solicitation, the prices proposed by the awarded Bidder shall remain fixed for a period of twelve (12) months after the commencement of the contract. The

awarded Bidder may request an adjustment (90) days before the commencement of every twelve (12) month period. The Awarded Bidder may submit a price adjustment to the County based on changes in the following pricing index: Consumer Price Index (CPI) for All Urban Consumers, All Items, Miami/ Ft. Lauderdale. It is the bidder's responsibility to request any pricing adjustment under this provision. The Awarded Bidder adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the Awarded Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new twelve (12) month period may not be considered.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the Awarded Bidder based on such price adjustments.

**2.4 CERTIFICATIONS:**

**2.4.1 GROUPS I - V:**

The County shall accept certification from nationally certified institutions such as The American Consortium of Certified Interpreters (ACCI), National Association for the Deaf (NAD), Registry of Interpreters for the Deaf (RID), National Technical Institute for the Deaf (NTID), or from the Florida Registry of Interpreters for the Deaf (FRID) for Group I.

Many private firms, community colleges and universities offer certificate programs and/or an AA Degree in the language to be interpreted, for Group II-QA3, Group III-QA2 and Group IV-QA1 certified. All interpreters must adhere to a professional Code of Ethics that requires a strict code of confidentiality.

**2.4.2 GROUP VI:**

The County shall accept certification from National Association for the Deaf (NAD) and Registry of Interpreters for the Deaf (RID) for Video Remote Interpreting (VRI) services.

**2.4.3 GROUP VII:**

The County shall accept certification from the National Court Reporters Association which is a national certified institution. The National Court Reporters Association has several secondary levels of acceptable certifications that are desired and may enhance the CCP skill level to provide CART: Registered Professional Reporter (RPR), Registered Merit Reporter (RMR), Registered Diplomat Reporter (RDR), Certified Realtime Reporter (CRR), Certified Broadcast Captioner (CBC) and Certified CART Provider. CART services are performed by specialty trained stenographers; many are former court reports or by a Certified Broadcast Captioner (CBC) and Certified CART Provider (CCP).

**2.4.4 GROUP VIII:**

The County shall accept certification from the National Institute for the Deaf many private firms, community colleges and universities offer certificate programs for a C-Print Captionist. The County shall accept certification from the National Technical Institute for the Deaf, a college of Rochester Institute of Technology (RID-NTID) which is a national certified institution.

**2.5 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, 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 the 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).

**2.6 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER**

The Awarded Bidder shall promptly correct all interpreting errors that do not meet the requirements of the contract. The Awarded Bidder shall bear all costs of correcting the rejected services. If the Awarded Bidder fails to correct the interpreting services, the County may, at its discretion, notify the bidder, in writing, that the Awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within (24) hours of receipt of the notice. If the Awarded Bidder fails to correct the services within the period specified in the notice, the County shall place the Awarded Bidder in default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing. If the Bidder fails to honor this invoice or credit memo, the County may terminate the Awarded Bidder from the contract.

**2.7 RATES**

The rates quoted shall be deemed to provide full compensation to the Awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. These rates are assumed to be at a flat rate per hour. The Awarded Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

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

The Awarded Bidder shall neither commence any work, nor enter a County work premise, until a Work 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 in this solicitation and resultant contract.

**2.9 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**

While the County has listed required services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to

award these similar items to the primary contract bidder, another contract Bidder based on the lowest price quoted, or to acquire the items 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. The 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. The awarded bidder 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 selected Provider's personnel, and volunteers that will provide any service at the 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. The selected Provider 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 selected Provider and be available to law enforcement personnel upon request.
- C. The selected Provider 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. The selected Provider 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 selected Provider's personnel and volunteers shall be reported to the selected Provider within 48 hours of such arrest.

**SECTION 3 – TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The objective of this bid is to seek the services of bidder(s) who will provide sign language interpreting services to various Miami-Dade County departments, on an as needed basis. The awarded bidder must be able to provide written and oral translation, as well as interpreting services for persons who are deaf and/or blind.

The awarded bidder (s) shall be responsible for all administrative, procedural processes and equipment to maintain and provide certified sign language interpreters, Video Remote Interpreting (VRI), certified CART providers, and C-Captionists as applicable per group. Therefore, the awarded bidder's responsibility includes but is not limited to, assuring that all interpreters, CART providers, and C-Captionists are sent on assignments and are fully certified.

**3.2 SERVICES TO BE PROVIDED BY BIDDER**

The awarded bidder shall furnish all labor, equipment, supplies and necessary supervision to supply the following services:

**3.2.1 GROUP I National Certified Sign Language Interpreter:**

National certified is defined as Bidders must have interpreters that handle fast pace assignment such as Board meetings, hearings and legal situations.

**3.2.2 GROUP II Sign Language Interpreter Quality Assurance Level (QA3):**

This Quality Assurance level is defined as bidders must have qualified interpreters who handle fast pace assignments such as board meetings, and hearings, (except legal situations). Awarded Bidder should also be able to handle fast paced assignments where it is not possible to stop and ask questions for clarification.

**3.2.3 GROUP III Sign Language Interpreter Quality Assurance Level (QA2):**

This Quality Assurance level is defined as awarded bidder must have qualified interpreters who can provide individual one-on-one interpreting.

**3.2.4 GROUP IV Sign Language Interpreter Quality Assurance Level (QA1):**

This Quality Assurance level is defined as awarded bidder must have qualified interpreters who can provide individual one-on-one basic interpreting.

**3.2.5 GROUP V Emergency Services for Groups E, F G and H:**

A. Request for emergency assignments are defined as County requests that require the Awarded Bidder to provide an interpreter within (24) hours of notice. If emergency services are requested the Awarded Bidder shall charge the flat rate for emergency Services as offered herein, plus the normal hourly rate charge.

- B. Request for this service due to an emergency situation is defined as an interpreter who is providing regular interpreting services for any group and in any of those time increments, that will be housed at the Office of Emergency Management or the Mayor's Office for a twenty-four (24) hour period in the event of an emergency situation or an occurrence of a natural disaster. The Awarded Bidder will shall charge the flat rate for this kind of emergency situation and no additional charges will be applied to the County.

3.2.6 GROUP VI Video Remote Interpreting (VRI):

Video Remote Interpreting is a free-based interpreting situation 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 and connected through a high-speed internet connection.

3.2.7 GROUP VII Communication Access Realtime Translation (CART):

Communication Access Realtime Translation (CART) is nearly verbatim, word-for-word translation of spoken word to text using a stenotype machine or notebook computer and realtime software. 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. The awarded bidder must furnish all equipment necessary to provide this service and be able to provide a text file following the event.

3.2.8 GROUP VIII 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. The County shall accept certification from the National Technical Institute for the Deaf, a college of Rochester Institute of Technology (RID-NTID) which is a national certified institution.

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 be required to arrive 10 to 15 minutes prior to the assignments start time, at no additional charge to the County.

3.4 RESPONSE TIME/QUALITY OF SERVICE:

The awarded bidder shall provide the names of interpreters within 48 hours of the assigned start date. If the awarded bidder indicates their inability to provide a requested interpreter, or fails to provide names within 48 hours, the County reserves the right to procure services from the next lowest awarded bidder.

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 user agency 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 primary Bidder from the contract and re-award to the secondary Bidder under the contract.

### **3.5 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.

### **3.6 LIST OF INTERPRETERS**

At the County's request, the awarded Bidder must submit a list of their interpreters/employees, a list of each interpreter's certifications and a copy of the certification for the interpreters who will work general, night, weekend, holiday and/or emergency services.

### **3.7 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 prior to 48 hours of notice at no cost.
2. Cancellations within 24 – 48 hours, the County will pay 50% of the assigned hours.
3. Cancellations within 24 hours, 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.

### **3.8 CANCELLATIONS BY THE BIDDER**

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

1. The Awarded Bidder may cancel prior to 48 hours of notice without fees by the county.
2. Cancellations within 24–48 hours, the Awarded Bidder will pay the County 50% of the hours assigned.
3. Cancellations within 24 hours, the Awarded Bidder will pay the County 100% of the hours assigned.

**3.9 PENALTIES FOR LATENESS:**

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

**3.10 MINIMUM BILLABLE TIME:**

Two hours is considered minimum. Under normal circumstances, an interpreter will be assumed to be available for the two-hour minimum time even on assignments expected to run less than two hour. However, if the awarded Bidder states that an interpreter can only accept an assignment if it is for a stated specific amount of time which is less than two hour, and if the requesting department concurs, the Awarded Bidder 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 know as the confirmation sheet).

The logo for Miami-Dade County is a circular emblem. It features a central sun with rays, a palm tree, and a bridge. The words "MIAMI-DADE COUNTY" are written in a circular path around the emblem. The text "MIAMI-DADE" is prominently displayed in the center of the page in a large, bold, sans-serif font.