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3/27/07

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
SIGN LANGUAGE/ORAL/CUED SPEECH INTERPRETERS/TRANSLITERATORS

REQUIRED RESPONSE FORM

07C-007B

DATE: March 28, 2007

TITLE: RFP FOR SIGN LANGUAGE/ORAL/CUED SPEECH INTERPRETERS/TRANSLITERATORS

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on April 25, 2007 and plainly marked RFP-07C-007B . Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 27 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR SIGN LANGUAGE/ORAL/CUED SPEECH
INTERPRETERS/TRANSLITERATORS**

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- A. M/WBE Subcontractor Participation Letter of Intent
- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
- D. Statement of No Bid
- E. Beneficial Interest and Disclosure of Ownership Affidavit

**SCHOOL BOARD OF PALM BEACH COUNTY
REQUEST FOR PROPOSAL FOR SIGN LANGUAGE/ORAL/CUED SPEECH
INTERPRETERS/TRANSLITERATORS**

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for SIGN LANGUAGE/ORAL/CUED SPEECH INTERPRETERS/TRANSLITERATORS to The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District).
- 1.2 The generic terms "interpreter/translator" will be used throughout this document to designate "Sign Language, Signed English, Oral, Cued Speech and other interpreters and/or transliterators for Deaf and Hard of Hearing consumers. The generic terms interpret/transliterate will also be used to refer to the function of interpreters/transliterate.
- 1.3 Definitions: American Sign Language (ASL) is a visual-gesture communication system, which functions, as do all other languages, to provide a common system of symbols and grammatical rules to facilitate the exchange of messages between its users. Sign languages incorporate the dynamic expressions of the hands, body, and face into syntax in a spatial medium.
- 1.4 "Cued speech" is a phonemically based system to enable spoken language to appear visually through the use of handshapes at specific locations in combination with natural mouth movements to represent sounds of spoken language.
- 1.5 Sign-to-Voice Interpreting is an oral presentation of another person's signed and finger spelled communication.
- 1.6 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference, as set forth herein.
- 1.7 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 2:00 PM, on April 25, 2007. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the above stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.3 One manually signed original and six (6) photocopies of the proposal must be sealed in a package(s) clearly labeled "REQUEST FOR PROPOSAL FOR SIGN LANGUAGE/ORAL/CUED SPEECH INTERPRETERS/TRANSLITERATORS" on the outside of the package(s). The proposer's legal name, address, contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

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- 2.5 Any corrections of unit prices must be initiated. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF RFPs: When hand delivering your RFP, proposers must follow the District's security access procedures. The procedures are as follows:
 - A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
 - D. Present proposal to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 TIME SCHEDULE

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

April 10, 2007	All written questions and inquiries are due.
April 25, 2007	Proposals due no later than 2:00 PM.
May 2, 2007	* Evaluation Committee Meeting
May 16, 2007	Posting of Recommendation.
June 27, 2007	* Recommend proposer(s) to The School Board of Palm Beach County for approval.

* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD

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

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- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or (3) award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- 4.7 The District or its designees, reserves the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the District reserves the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the District.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of the contract shall be from the date of award, July 1, 2007 through June 30, 2011, and may, by mutual agreement between the School Board and the Contractor, be renewable for one additional one-year period. The School Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the Contractor(s) prior to the end of the current contract period. If needed, the contract(s) will be extended 90 days beyond the contract expiration date. The Contractor(s) will be notified when the School Board has acted upon the recommendation. The Contractor agrees to this condition by signing its proposal.

5.0 RFP INQUIRIES

- 5.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, April 10, 2007. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all inquiries by email or fax to attention:

Karen Brazier, Purchasing Agent III
FAX (561) 963-3823
brazierk@palmbeach.k12.fl.us

- 5.2 Ms. Brazier is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Brazier nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents that are known by the Purchasing Department to have received a complete set of proposal documents.
- 5.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

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5.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

5.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Board.

6.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

6.1 The School Board is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT F.

7.0 LOBBYING

7.1 Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP until the administration's recommendation for award has been posted at the purchasing department reception center. All oral or written inquiries must be directed through the purchasing department.

7.2 Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member of district personnel after advertisement of the RFP and prior to the posted recommendation on the award of the contract.

7.3 Any proposer who is adversely affected by the recommended award may file a protest within the time prescribed in Section 120.57(3), Florida statutes. Failure to post bond with the School Board or to adhere strictly to the requirements of statutes and Florida Department of Education rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any proposer who is adversely affected by the recommended award may address the board at a regularly scheduled board meeting.

7.4 Any proposer or any individuals that lobby on behalf of a proposer during the time specified will result in rejection / disqualification of said proposal.

8.0 SCOPE OF SERVICES

8.1 Provide qualified interpreter/transliterators, from sources other than The School District of Palm Beach County's employees who are eligible for extra duty, at locations, dates and times designated by the District.

8.2 Provide services consistent with the professional standards imposed by the Florida State Department of Education, Federal, State, or local regulatory agency, Registry of Interpreters for the Deaf, Inc., Florida Registry of Interpreters for the Deaf, Inc., and the School District of Palm Beach County.

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- 8.3 Perform specialized sign language, interpreting/transliterating under the general supervision of the District in accordance with the Special Programs and Procedures for Deaf/Hard of Hearing Programs. These interpreting services include a variety of assignments and consumers, as requested by the District designee, including, but not limited to, classrooms, school assemblies and unique functions, i.e., extra curricular activities, parent meetings, employees, parents, applicants, visitors, and adult education students for meetings, trainings, conferences, investigatory meetings, etc. The demand for services is flexible with regard to hours, credentials requirements, and location. Interpreters may be needed for assignments that equal the 2-hour minimum billable time, to full schedules that equal 37.5 hours per week. Projected needs for FY 06/07 equal 3 full time interpreters and daily substitute assignments, all of which is subject to change.
- 8.4 Report daily via telephone or electronic mail to the Exceptional Student Education (ESE) Department designee the following; interpreter names, credentials and locations of assignments prior to the start of services.
- 8.5 Report any changes in interpreter assignments, prior to the change, by phone, email, or fax to the Exceptional Student Education Department designee. This includes those assignments for which an interpreter cannot remain at the site for the duration of the assignment.
- 8.6 Report by phone, fax or email to the Exceptional Student Education Department designee, any inability to fill a request, prior to the start of the requested time.
- 8.7 Report to the Equal Employment Opportunity (E.E.O.) Coordinator's designee, the interpreter names, credentials, and locations of assignments prior to the start of services for employees, parents, other adults, and adult students.
- 8.8 Ensure that substitute sign language interpreters/transliterators have at least equivalent credentials to the individual they replace. If this cannot be accomplished, the ESE designee must be informed of the credential differences and shall determine if the replacement is acceptable prior to the assignment.
- 8.9 Provide Interpreting/transliterating services that may vary in length and time, dependent upon the needs of the students, employee and/or parents. Each assignment will be billable for a minimum of two hours. Assignments that require two (2) interpreters must be approved by the District designee prior to the service.
- 8.10 Attend a District provided training in-service/workshop when interpreting/transliterating for FCAT or other standardized tests. This will be at no cost to the District and is mandatory.
- 8.11 Attend an orientation meeting regarding interpreting services at school sites. This is mandatory and there will be no cost to the District for attendance at this meeting.
- 8.12 Be observed by designated District personnel upon notification.
- 8.13 Report to the school principal or assigned designee, the Area ESE team leader or other personnel designated by the District at each interpreting site.
- 8.14 Follow the procedures of the District and individual school/location where assigned. This includes, but is not limited to, signing in upon arrival and out upon departure on Contractual Interpreter Services Log, PBS2173.
- 8.15 Not making or receiving phone calls during interpreting time or other non-interpreting-related activities that take away from the assignment or the professionalism of providers.

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- 8.16 Follow the NAD/RID Code of Professional Conduct at all times. This includes acceptable standards of confidentiality, linguistic and professional competence, impartiality, ethical business practices and appropriate interpreter attire.
- 8.17 Provide accurate post-activity reports of assignments to the District on a monthly basis, including those requests not filled.
- 8.18 Provide a current list of interpreters and their respective credentials upon request, but at least annually. This list should be updated and approved by the District designee before interpreters provide services under this RFP.
- 8.19 Assign interpreters as requested by the District, to provide services for any given school throughout Palm Beach County on any given school day. Contracted interpreters may be assigned to more than one school across the county, on any given day, depending upon student attendance and staffing needs determined by the District.
- 8.20 Inform and get approval from District personnel for any changes in interpreter/transliterators assignment or break in service. This includes immediate notification of consumer absence for the purposes of reassignment. A twenty-four (24) hour cancellation policy will not apply if such notification and opportunity for reassignment is not provided to the District.
- 8.21 Submit, to the District designee, quarterly performance reports for each interpreter/transliterators. These are to include, but not be limited to, items such as punctuality, rapport with school staff, following school policies. (September, December, March, and June of each fiscal year)
- 8.22 Attend quarterly meetings scheduled with District personnel in October, January, March and May.
- 8.23 Ensure that all interpreters/transliterators pass the screening of the School District Police Department, including a federal background check and fingerprinting, prior to starting any assignment. The fee is currently \$84 per person; fee is subject to change, and must be paid by the proposer. This is done at the School District Administrative office building at 3300 Forest Hill Blvd., West Palm Beach.
- 8.24 All interpreters/transliterators will display an official School District of Palm Beach County identification badge during contracted work hours. These are issued by School Police when authorized by District staff.
- 8.25 The District/District staff reserves the right to interview all sign language interpreters prior to placement, and to refuse any recommended sign language interpreter/transliterators. Interpreters/transliterators with suitable credentials and educational experience are preferred.
- 8.26 District staff will review resumes of replacement personnel and reserves the right to interview replacement candidates.
- 8.27 The District reserves the right to observe interpreter/transliterators mode of signing used in the classroom.
- 8.28 The District will provide requests for interpreting/transliterating assignments as needs are identified.

9.0 EVALUATION COMMITTEE MEETINGS

9.1 As stated in Section 3.1 and Section 11.2 the Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

10.0 PREPARATION AND SUBMISSION

10.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that six (6) copies of the proposal be submitted with the original proposal.

10.2 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

10.3 Table of Contents: Include a clear identification of the material by section and by page number.

10.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

10.5 Experience and Qualifications of the Firm: State the experience your firm has had in the last three years with sign language interpreting/transliterating, specifically in an educational setting such as in a classroom or with parents.

10.6 Regulatory Action (Individual and Agency): Provide a statement of any litigation or regulatory action that has been filed against you or your firm as applicable, in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm or individual, provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

10.7 Qualifications of Staff: Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.

Sign language interpreters/transliterators assigned to the District shall be professionally certified or credentialed by at least one of the following agencies:

- National Association of the Deaf (NAD) – Interpreter Assessment Program
- Registry of Interpreters for the Deaf (RID) – National Testing System/National Interpreter Certification
- Florida Registry of Interpreters for the Deaf (FRID) – Quality Assurance
- Florida RID Educational Interpreter Evaluation System (EIE)
- Cued Language Transliterators National Certification System
- Educational Interpreter Performance Assessment

The competencies of interpreters/transliterators must include, but not be limited to:
proficiency in interpreting/transliterating or as evidenced by appropriate interpreting credentials

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an excellent command of English including an extensive academic-related vocabulary and ability to spell
ability to voice-to-sign interpret/transliterate a message presented at a normal speaking rate
an excellent command of American Sign Language and/or Signed English
ability to sign-to-voice interpret/transliterate messages produced by deaf students and deaf adults into appropriate spoken English
knowledge of hearing loss and its potential impact on a student's functioning ability in a classroom setting and an employee's functioning in the workplace
have at least a high school diploma or its equivalent
knowledge of a broad range of accommodations in the regular classroom for students who are deaf and/or hard of hearing
knowledge of and ability to apply the NAD/RID Code of Professional Conduct

10.8 Cost of Services: Cost of Services: State hourly rate for services based on the following levels of interpreter credentials. Hourly rate must be all-inclusive; there shall be no charge for mileage, travel or lunchtime.

Non-Leveled

Deaf/Hard of Hearing person with native language experience
Person with ASL training and who passes a screening by the District's Lead Interpreter documenting acceptable language skills

Interpreter I

EIE 1
QA 1
EIPA 3
NAD 2
CAECS-E 2.7-3.3

Interpreter II

EIE 2
QA 2
EIPA 4
NAD 3
CAECS-E 3.4-4.0

Interpreter III

EIE 3
QA 3
EIPA 5
NAD 4
CLTNCE

Interpreter IV

RID Certification
NAD V Certification

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- 10.9 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 29.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

- 10.10 Insurance: Provide proof of responder's insurance as required in Section 20.0 of this RFP or submit a letter of responder's intention to have the required insurance within ten days of notification by the District. If subcontractors or independent contractors are used by awarded proposer, compliance with the insurance requirements is the responsibility of the awarded proposer.

11.0 PROPOSAL EVALUATION PROCESS:

- 11.1 RFPs are received and publicly opened. Only names of respondents will be read at this time.
- 11.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 11.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 12.0. The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 11.4 The Evaluation Committee or its designees reserves the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the Evaluation Committee reserves the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the District.
- 11.5 The results of the Evaluation Committee's evaluation and scoring is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.
- 11.6 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.
- 11.7 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).

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

12.0 EVALUATION CRITERIA

The Evaluation Committee shall score all proposals received which meet the submittal requirements. The following factors will be considered in scoring the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	15
B. <u>Qualifications of Proposer's Staff</u>	35
C. <u>Cost of Services</u>	40
D. <u>Minority/Women Business Participation</u>	10
	<hr/>
Total	100

13.0 CANCELLATION OF AWARD/TERMINATION

13.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or his designee will give written notice to the proposer(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

13.2 The School Board, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

13.3 The Contractor(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

13.4 Cancellation of contract by Contractor may result in removal from proposer list for a period of three years.

14.0 FUNDING OUT, TERMINATION, CANCELLATION

14.1 Florida School Laws prohibit the School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

14.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

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- 14.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 13.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. That the School Board will not replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release The School Board of Palm Beach County, Florida of all further obligations in any way related to such services and equipment covered herein”.

- 14.4 This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for “funding out”.

15.0 DEFAULT

- 15.1 In the event that the awarded proposer(s) should breach the contract, the School Board reserves the right to seek remedies in law and/or in equity.

16.0 DEBARMENT

- 16.1 The School Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.0 LEGAL REQUIREMENTS

- 17.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes, are precluded from providing services to the District and must be replaced. The proposer’s failure to comply may result in the immediate termination of the contract at the sole discretion of the School Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.
- 17.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

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18.0 FEDERAL AND STATE TAX

18.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

19.0 CONFLICT OF INTEREST

19.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

20.0 INSURANCE REQUIREMENTS

20.1 Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School Board.

20.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department, Attn.: Ms. Karen Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

20.3 Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.

20.4 The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

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The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the awarded proposer does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the awarded proposer indicating the following:

_____ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the contract.

21.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

21.1 Awarded proposers shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

21.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

21.3 This article will survive the termination of the contract.

22.0 PUBLIC RECORDS LAW

22.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person in accord with Chapter 119, Florida Statutes.

23.0 PERMITS AND LICENSES

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

24.0 INTELLECTUAL PROPERTY RIGHTS

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

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

25.0 COST INCURRED IN RESPONDING

25.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

26.0 SUB-CONTRACTS

26.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and the School Board.

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

26.3 After award of contract, any changes in sub-contractors or sub-proposers requires prior School Board written approval.

27.0 INDULGENCE

27.1 Indulgence by the School Board on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

28.0 JOINT PROPOSAL

28.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising out of the contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

- 29.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-contractors in contracting opportunities.
- 29.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). **ATTACHMENT A**.
- 29.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – **ATTACHMENT B**. This form must be submitted with all requests for payment.
- 29.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 29.5 The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity, the firms shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 29.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 29.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. The District does not recognize any other certifications. If you have graduated from the certification of the District, it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the District for the previous three year period.

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For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

30.0 CONTRACTOR BID REQUIREMENTS

30.1 As part of its bid or proposal, bidder or proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its sub-contractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

31.0 CONTRACT DISCLOSURE

31.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to School Board Policy 6.144, proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all sub-contractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined School Board Policy 6.143, including the total dollar amount paid by proposer for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that a violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

32.0 THE JESSICA LUNDSFORD ACT

32.1 All contract personnel (vendors, individuals, or entities) under contract with the School Board, who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by the Contract until Contractor receives notice of clearance by the District. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

33.0 DISQUALIFYING CRIMES

33.1 The proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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33.2 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

33.3 The Contractor or any sub-contractors shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

34.0 USE OF OTHER CONTRACTS

34.1 The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Florida Department of Education Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

35.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

35.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

35.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

36.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

36.1 Possession of firearms will not be tolerated on District property, nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 17.1.

36.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

36.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

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- 36.4 If any employee of an independent Contractor or subcontractors is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent Contractor or sub-contractors. If the subcontractors fails to terminate said employee, the subcontractors agreement with the independent Contractor for the Board project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractors who fails to terminate said employee, the independent Contractor's agreement with the Board shall be terminated.
- 36.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

37.0 AGREEMENT

- 37.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

38.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

- 38.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable School Board rules, regulations and policies.

39.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 39.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on May 16, 2007 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 39.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

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- 39.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

Cost of Services (10.8)

Non-Leveled (EIE 0)
\$45.00 an hour

Interpreter I (EIE 1, QA 1, EIPA 3, NAD 2, CAECS-E 2.7-3.3)
\$48.00 an hour

Interpreter II (EIE 2, QA 2, EIPA 4, NAD 3, CAECS-E 3.4-4.0)
\$50.00 an hour

Interpreter III (EIE 3, QA 3, EIPA 5, NAD 4, CLTNCE)
\$55.00 an hour

Interpreter IV (RID Certification, NAD V Certification)
\$65.00 an hour

Deaf Communications Specialists Inc



COST OF SERVICES

Response to RFP Section 10.8: Hourly rate: \$65.00 per hour*

*Notations:

- ◆ Hourly rate is based on a two (2) hour minimum.
- ◆ Assignments requiring two (2) interpreters will be pre-approved by the District designee prior to providing services.
- ◆ If a job is cancelled with less than 24 business hours notice and the interpreter cannot be reassigned to another school, NIR will bill The School District of Palm Beach County, FL in full, for the total number of hours assigned for that day.

MINORITY/WOMEN BUSINESS PARTICIPATION

Response to RFP Section 10.9: At this time, NIR is not a certified M/WBE with the District or State of Florida Office of Supplier Diversity.

INSURANCE

Response to RFP Section 10.10 & 20.0 – 20.4: Included in this proposal is a sample Certificate of Insurance for the School Board of Palm Beach County, FL. If NIR is awarded a contract, please note the following:

- ◆ A certificate of insurance will be directed to the attention of the District's Purchasing Department, Attn: Ms. Karen Brazier, Purchasing Agent.
- ◆ A complete copy of the Commercial General Liability policy will be provided as requested as the limits of liability exceed \$500,000.
- ◆ The School Board of Palm Beach County can be added as an additional insured on the Certificate of Insurance for the Commercial General Liability insurance. There is an additional charge to have this done so NIR will await the outcome of the award prior to proceeding with this addition.
- ◆ NIR does not maintain Workers Compensation insurance as the sign language interpreters that work for NIR are independent contractors and not employees of NIR.
- ◆ NIR currently does not maintain Business Automobile Liability insurance as the company does not own any vehicles and the sign language interpreters that it hires are independent contractors and not employees of the company

Nationwide Interpreter Resource Inc.

SIGNS OF EXCELLENCE, LLC RESPONSE TO REQUEST FOR PROPOSAL NO.: 07C-007B

10.1-10.6 Signs of Excellence, LLC agrees to preparation of response to RFP 07C-007B in manner prescribed with one original and six copies in a sealed package , including completed Required Response Form (page 1 of RFP), with required signatures, proper sequencing, statement of Regulatory Action, Staff Qualifications, Cost of Services, Minority/Women Business Enterprise Participation for a maximum of 10 points and intent to comply with Insurance requirements upon Award of Contract, as follows:

10.7 Staff Qualifications: STAFF RESUMES included (see pages 7 – 15) Signs of Excellence, LLC has read and agrees to Staff Qualifications Requirements in RFP 07C-007B.

10.8 Cost of Services Signs of Excellence, LLC rate is hourly rate of \$60 per hour per interpreter IV, \$55 per hour for Interpreter III and II, and \$50 per hour for Interpreter I and non-leveled interpreter as defined in RPF07C-007B. .

10.9 Signs of Excellence, LLC is certified y SDPBC as a M/WBE, Certification Letter as Attachment.

10.10 Signs of Excellence agrees to provide proof of all required Insurances upon award of all of part of Contract as outlined in Section 20.

11.0 PROPOSAL EVALUATION PROCESS

11.1-11.8 Signs of Excellence, LLC agrees to Evaluation Process terms described in 11.1 through 11.8 of RPF07C-007B.

12.0 EVALUATION CRITERIA

12.1 Signs of Excellence, LLC understands and accepts the Board's Evaluation Criteria and scoring method.

13.0 CANCELLATION OF AWARD/TERMINATION

13.1 Signs of Excellence, LLC accepts al provisions associated with Cancellation/Termination outlined in RFP07C-007B.

14.0 FUNDING OUT, TERMINATION, CANCELLATION

Signs of Excellence, Inc