

Alabama State Department of Education



Request for Proposals RFP ALSDE 2017-11 Special Education Services

IDEA Dispute Resolution Interpretation and Translation

**Note: FAXED OR E-MAILED APPLICATIONS WILL NOT BE
ACCEPTED**

Inquiries and response submissions related to this RFP are to be addressed to:

Mr. Jacky P. Todd
Administrator – Office of Operations
Alabama State Department of Education
50 North Ripley Street, Room P305
Gordon Persons Building
Montgomery, AL 36104
Telephone 334-242-9760
E-mail: jtodd@alsde.edu

Deadline:

Applications **must be received no later than 4:00 p.m. on July 19, 2017.**
It is required that each vendor clearly mark the envelope RFP# ALSDE 2017-11 in the lower left corner of the envelope (response packages that are not marked will be rejected).

The application package must contain the following:

1. **Original application plus four (4)** copies with original signatures (the proposal must be signed by an official authorized to legally bind the vendor to the information provided).
2. Information to certify that the vendor is currently registered with the Alabama Department of Finance, Division of Purchasing, as a State Vendor and provide the STAARS VSS Portal Vendor Number.
3. A completed affidavit for business entity/employer/vendor. Verification of enrollment in E-Verify should be presented on the form found in Appendix A.

**Proposal Public Opening
Thursday July 20, 2017
9:00 a.m.
Gordon Persons Building, Third Floor, Special Education Services
Room # 3305
50 North Ripley Street
Montgomery, AL 36104**

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SECTION 1.00 ADMINISTRATIVE OVERVIEW

1.0 Purpose and Background

Purpose:

The Alabama State Department of Education (ALSDE) is seeking proposals from eligible applicants to contract to provide translation and interpretation for non-English speakers to provide equitable access, under the *Individuals with Disabilities Education Act* (IDEA), to the dispute resolution options of due process hearings, mediations, and state complaints. The ALSDE seeks to offer a contract to one eligible applicant to serve as a vendor to provide these translation and interpretation services.

The contract will be for a one-year period with an option for a second year. Vendors will be paid per service at the agreed upon rate. The total contract amount may not exceed \$100,000.

Background:

The major goal of this project is:

- Under the Alabama Administrative Code 290-8-9-.08(9) Special Education Services (SES) provides the IDEA dispute resolution options of due process hearings, mediations, and state complaints. SES seeks to provide interpretation and translation services for non-English speakers to allow for equitable access to these IDEA dispute resolution options.

Those eligible to apply must:

- Provide trained translators and interpreters.
- Provide translation and interpretation in multiple languages.
- Provide translators and interpreters for legal documents and settings.
- Be insured.

The execution date for the contract is for the period of August 7, 2017, to September 30, 2018. The approved contract will become effective on the date it is signed by all parties. There is no entitlement to any state merit system benefits to anyone working under this agreement. This agreement is subject to termination in the event of proration of the fund from which payment under this agreement is to be made or may be terminated by either party upon receipt of a thirty (30) day written notification. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures. Neither party shall have the right to assign or transfer its rights or obligations under this contract without the written consent of the other party.

1.02 Anticipated Time Table:

July 19, 2017	Proposal Submission Deadline
July 20, 2017	RFP Opening

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1.03 Application Evaluation:

An Evaluation Team will review the proposals and make the selection. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria:

Documentation of interpreter and translator training	25 points
Languages for which interpretation and translation are available	20 points
Availability of legal or specialty interpretation and translation	25 points
Proof of insurance	15 points
Cost of translation and interpretation services	15 points

Best and Final Offers:

The ALSDE may either accept a vendor's initial proposal by award of a contract or enter into discussions with vendors whose proposals are deemed to be reasonably acceptable for consideration of an award. After discussions are concluded, a vendor may be allowed to submit a "Best and Final Offer" for consideration.

The ALSDE will make all decisions regarding evaluation of the RFP. The ALSDE reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. The ALSDE reserves the right to waive technical defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all applicants.

For the purpose of verifying the contents of the applications, the ALSDE may request additional information, interviews, and content presentations or materials. Discussions may be conducted with applicants that submit RFPs determined to be reasonably suitable of being selected for the purpose of clarifying and assuring full cooperation in meeting the required terms. The ALSDE reserves the right to reject at its sole discretion the proposals it deems non-cooperative applications.

Method of Payment:

Payment will be made upon receipt of an itemized, signed invoice documenting the dates of provision of interpretation and translation services. Supporting documentation must be submitted if requested by the ALSDE. Final claims must be received prior to October 31, 2018. All fees quoted will be inclusive of all travel, mileage, and material costs.

Rejection of Proposal:

The ALSDE reserves the right to reject any or all proposals that are deemed to be non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods, and/or services as a result of this RFP.

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such

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information is publically available. This RFP is provided for the sole purpose of allowing vendors to respond to these specifications.

Selection Process:

Final selection of the successful vendors will not be based solely on cost. The vendor product will be evaluated primarily on the scope of activities linked to the associated costs. RFPs will be reviewed to ascertain that the minimum requirements have been met. ALSDE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals but the ALSDE has no obligation to do so.

Evaluation criteria for interpreter and translator training includes the following:

- Description of training provided or required.
- Frequency of training provided or required.

Evaluation criteria for languages for which interpretation and translation services are available includes the following:

- Number of languages available.

Evaluation criteria for availability of legal or specialty interpretation and translation includes the following:

- Experience with legal or specialty interpretation and translation.
- Procedures in place to protect personally identifiable information.

Evaluation criteria for proof of insurance includes the following:

- Insurance carrier(s).
- Type(s) of coverage.
- Dollar amount of coverage.

Evaluation criteria for cost of interpretation and translation services includes the following:

- Cost per full day appearance for IDEA mediation session or due process hearing. Inclusive of all travel, fees, and materials.
- Cost per half day appearance for IDEA mediation session or due process hearing. Inclusive of all travel, fees, and materials.
- Cost per minute for interpretation of telephone conferences.
- Cost per page for “rush” (1-3 business day) translation of documents.
- Cost per page for standard translation of documents.
- Cost of surcharge per page for translation of technical documents such as assessment instruments or other non-standard documents.

Applicants must provide three professional references. The applicant may not use references from any current full-time employee of the ALSDE.

The ALSDE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so.

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Disclaimer Notice:

The ALSDE will not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the ALSDE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

1.04 Conditions and Terms

Contract Terms:

The contract resulting from this RFP is renewable for one additional year pending agreement of the vendor and ALSDE. The contract will commence pending Legislative Review Committee approval and the Governor's signature.

Responses should reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Respondents must reply to each element of the RFP.

SECTION 2.00 SCOPE OF WORK

2.01 Scope of Provider's Work and Responsibilities

The vendor shall provide interpretation and translation services for the ALSDE as follows:

- The entity providing interpretation and translation services must be insured and be able to demonstrate services are provided in accordance with recognized industry standards.
- Translation to permit access to the dispute resolution options of due process, mediation, and state complaints. This would include translation of forms from English to the native language and translation of forms submitted in the native language to English.
- Translation for IDEA due process to include formal correspondence between the ALSDE and the parties and between the Hearing Officer and the parties.
- Translation for IDEA due process to include an official copy of the hearing transcript and the decision.
- Translation for state complaints to include formal correspondence from the ALSDE to the complainant and the *Complaint Investigation Report*.
- Translation of email and other informal correspondence to/from the mediator to the parent.
- Translation of the *Mediation Agreement*.
- Documents translated should be formatted to comport, to the greatest possible extent, with the formatting of the original document and be provided digitally in either .pdf or .docx.
- Turnaround time for document translation may need to be expedited to comply with the statutory and regulatory timelines apply for each formal IDEA dispute resolution option.
- Interpretation of telephone conferences between the ALSDE and parent to inform and clarify the IDEA dispute resolution options.

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- Telephone interpretation of pre-hearing due process conference calls.
- In person interpretation of due process hearing proceedings.
- Interpretation of telephone interviews for state complaints.
- Interpretation of telephone calls for scheduling mediation sessions.
- In person interpretation of mediation sessions.

2.02 Scope of Alabama State Department of Education’s Work and Responsibilities

Specific responsibilities of the ALSDE are stated below.

- Communicate with the assigned due process hearing officers, mediators, and school district to identify when interpretation and translation services are required.
- Notify the vendor of the requirement for interpretation and translation services.
- Communicate with the parties to schedule in person and telephonic interpretation services.
- Provide copies of translated to appropriate parties within required timelines.

SECTION 3.0 GENERAL REQUIREMENTS

3.01 Requirements of Proposal

The vendor must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Vendor Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the vendors if necessary and applicable.

Part I

Signed Cover Letter:

The cover letter that shall serve as the first page of the applicant’s proposal. The vendor shall complete the cover letter and attach it to the completed plan in response to the RFP. The cover letter must be signed by an official authorized to legally bind the applicant. It will state that the applicant is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The cover letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the cover letters.

Part II

Vendor Qualification and Experience:

Vendor shall provide satisfactory evidence of the vendor’s capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of experience. The discussion shall include a description of the vendor’s background and relevant experience as related to the scope of provider’s work and responsibility as indicated in Section 2.01 of this RFP.

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Part III

Production Proposal:

Vendor shall provide a detailed plan describing how the services will be performed to meet the requirements of this RFP. The description shall encompass the requirements of this RFP. The proposal must be prepared and organized in a clear concise manner that is easily understandable.

Vendor Organization:

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

References:

The vendor shall provide a minimum of three (3) references that can support and validate the vendor's professional experience, including names of persons who may be contacted, position of the person, addresses, and phone numbers.

Executive Summary:

An executive summary is required. This summary will condense and highlight the contents of the vendor's application.

Part IV

Cost Proposal:

The vendor shall include the fee schedule for the services indicated in the Evaluation Criteria.

Subcontractor Disclosure:

The vendor is not authorized to subcontract the work to be performed. However, the vendor may use trained interpreters and translators, who have been selected by the vendor, for the completion of specific interpretation and translation services. The vendor shall remain solely responsible for the performance of all work.

SECTION 4.0 GENERAL TERMS AND CONDITIONS

4.01 Governance

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Applicants agree to comply with all applicable federal and state laws and regulations.

4.02 Immigration

The proposal must contain a statement that the firm is aware of the requirements of the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act* and a statement that the Proposer is enrolled in the E-Verify as required by Section 31-13-9 (b), *Code of Alabama, 1975*, as amended.

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BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
COMPLIANCE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, *Code of Alabama, 1975* as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must comply with that law.

For the purposes of this RFP and any responding Proposal, the following sections of that law impose specific requirements: Section 9 (a) of the Act provides “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ an unauthorized alien within the State of Alabama.”

Section 9(b) of the Act requires “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer is enrolled in the E-Verify program.”

As provided in the Act a “**business entity**” is *any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit* and an “**employer**” is defined as *any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control of custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.*

A proposal must include a statement that the Proposer has knowledge of this law and is in compliance. Before a contract is signed, the Contractor awarded the contract must submit a Certificate of Compliance using the form in Appendix A to this RFP, unless exempt because it has been issued by the United States Department of Homeland Security upon enrollment in the E-Verify Program. E-Verify enrollment can be accomplished at the Web site of the United States Department of Homeland Security at <http://www.uscis.gov>.

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract. *Rev.5-24-13*

4.03 Conflict of Interest

The applicant attests that no employee, officer, or agent of the applicant shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an

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award. The officers, employees, and agents of the applicant shall neither award nor offer gratuities, favors, nor anything of monetary value from vendors or subcontractors.

4.04 Discrimination

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. **1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973**, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 242-8165.

Federal Non-Discrimination Statement:

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found on http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

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APPENDIX "A"

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (*describe by number or subject*):

_____ **by and between**
_____ **(Contractor/Grantee) and**
_____ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follow:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAZPAYER AND CITIZEN PROTECTION ACT (ACT2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but no be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possess a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama; Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 ____.

WITNESS: _____

Printed Name of Witness