

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
SUNCOAST REGION**



**INVITATION TO NEGOTIATE (ITN)  
ITN # 23ESS16111**

**Interpreter Services for the Deaf and Hard of Hearing**

Mail or Deliver Responses to:  
Lois Admire  
Department of Children and Families  
Contract Management Unit, Suite 500  
9393 North Florida Ave  
Tampa, FL 33612

**Commodity Code #: 90121702**

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## **SECTION 1. INTRODUCTION**

### **1.1 Introduction to the Procurement**

The Department of Children and Families (Department), SunCoast Region is issuing this solicitation for the purpose of obtaining on-site American Sign Language (ASL) interpretation to the Department's hearing impaired, deaf, or hard-of-hearing clients for face-to-face communication and court activities. The selected vendor will provide these services for the Department throughout the SunCoast Region under one service agreement. Any person interested in submitting a reply must comply with any and all terms and conditions described in the Invitation to Negotiate (ITN).

### **1.2 Statement of Purpose**

The Department intends to purchase American Sign Language interpretation services from a single qualified vendor who will provide these services throughout the SunCoast Region which includes the following circuits and counties:

Circuit 6: Pinellas and Pasco

Circuit 13: Hillsborough

Circuit 12: Manatee, Sarasota and DeSoto

Circuit 20: Charlotte, Collier, Glades, Hendry and Lee

The Department SunCoast Region budgets an annualized cost of \$34,000 for obtaining on-site interpretation services to the Department's hearing impaired, deaf, or hard-of-hearing clients for the SunCoast Region. It is the Department's intent to negotiate with a maximum of two vendors. The Department intends to award the agreement to one successful vendor.

### **1.3 Term of the Agreement**

The initial term of this agreement shall commence on the date of execution by the Department and shall extend for five (5) years and one (1) month, unless sooner terminated in accordance with other provisions of the agreement, subject to sufficient appropriation of funds by the State Legislature. The anticipated initial agreement period is June 1, 2016 through June 30, 2021.

The Department retains the option to renew the agreement for one additional, five (5) year period. Such renewal shall be made by mutual agreement, contingent upon satisfactory performance evaluations as determined by the Department and subject to the availability of funds.

Any renewal of this agreement shall be in writing and shall be subject to the same terms and conditions as set forth in the initial agreement. The renewal prices shall be as set forth on the attached bid sheets and shall also be subject to the availability of funds.

The Department reserves the right to increase or decrease the volume of services, to add tasks that are incidental or complimentary to the original scope of services, and/or expand these services to additional Regions, Circuits and Counties throughout the State; based on the availability of funds, satisfactory performance, and demand services.

### **1.4 Contact Person and Procurement Manager**

This ITN is issued by the State of Florida, Department of Children and Families. The contact point for all communication regarding this ITN is:

**Lois Admire, Procurement Manager**

Mailing & Physical Address:

**Florida Department of Children and Families  
9393 North Florida Ave, Suite 500  
Tampa, Florida 33612**

Email: **Lois.Admire@myflfamilies.com**

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

**1.5 Definitions**

**1.5.1 Agreement Terms**

Agreement terms used in this document can be found in the Department’s Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>

**1.5.2 Service Specific Terms**

TERM	DEFINITION
Agreement, Contract, Direct Order (PO)	For the purpose of this procurement, the words contract, agreement, purchase order and direct order have been used interchangeable to describe a vehicle to be used to document agreement to the terms and conditions contained herein and negotiated thereafter and the manner by which the selected Vendor will be paid. More information regarding this final vehicle is found in Appendix X.
Circuit	A specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system.
Department	The State of Florida, Department of Children and Families (DCF).
SunCoast Region	The eleven (11) counties that comprise the geographical area of the Department of Children and Families – SunCoast Region. These counties are: Pasco, Pinellas, Hillsborough, Manatee, Sarasota, DeSoto, Charlotte, Lee, Hendry, Glades, and Collier counties. The SunCoast Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.

**1.6 Additional Instructions and Forms**

The table below lists the supporting documentation, and the associated links to download the supporting documentation. These documents are hereby incorporated into this ITN by reference as if fully recited herein.

Description	Filename	Link
PUR Form 1000	PUR Form 1000 – General Contract Conditions	<a href="http://dms.myflorida.com/content/download/1906/8059">http://dms.myflorida.com/content/download/1906/8059</a>
PUR Form 1001	PUR 1001	<a href="http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc">http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc</a>

These documents will be discussed further in the Sections below.

**1.7 Small, Minority, and Florida Certified Veterans Business Participation**

Small Businesses, Certified Minority and Florida Certified Veterans Business Enterprises are encouraged to participate in this solicitation including, but not limited to, the solicitation conference. All Vendors shall be accorded fair and equal treatment.

## **SECTION 2. ITN PROCESS**

### **2.1 General Overview of the Process**

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase.

The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all replies that meet the Mandatory Requirements of this ITN (see **Section 5.1 and Appendix VIII**) and are otherwise responsive will be evaluated against the evaluation criteria set forth in this ITN. The Department will select one (1) or more vendors (Shortlist) to participate in negotiations.

The Negotiation Phase involves negotiations with the vendor(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations.

Following negotiations, the Department will post a notice of intended contract award, identifying the vendor(s) that provides the best value. Final agreement terms will be established with the selected Vendor.

### **2.2 Official Notices (POSTING) and Public Records**

#### **2.2.1 Notices Regarding the ITN**

All notices, clarifications, inquiries, responses to inquiries, decisions, intended decisions, addenda and other matters relating to this solicitation will be electronically posted on the Department of Management Services' (DMS) Vendor Bid System (VBS) website located at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

In order to find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

**It is the responsibility of prospective Vendors to check the VBS for addenda, notices of Decisions and other information or clarifications to this ITN.**

#### **2.2.2 Public Records**

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws. Section 5.4 addresses the submission of trade secret and other information exempt from public inspection.

### **2.3 Limitations on Contacting Department Personnel and Others**

#### **2.3.1 General Limitations**

Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following the Department's posting of the notice of intended award, Department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement

Manager or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown. Violations of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

### 2.3.2 Limitations During the Negotiations Phase

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiations team for the Department is permissible, but only "on the record" (as required by s. 286.0113(2), Florida Statutes) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective Vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

### 2.3.3 Violation of Contact Limitations

Violation of Section 2.3 of this ITN will be grounds for rejecting a reply, if determined by the Department to be material in nature.

## 2.4 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME (All Eastern)	ADDRESS
ITN advertised and released on Florida Vendor Bid System (VBS):	March 30, 2016 Thursday	5:00 p.m.	<b>DMS Vendor Bid System (VBS) Electronic Posting site:</b> <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
Notice of Intent to Submit a Reply to be received by the Department:	April 8, 2016 Friday	1:00 p.m.	Department of Children & Families Attn: Lois Admire, Procurement Manager <b>Mailing Address:</b> 9393 North Florida Ave, Suite 500, Tampa, FL 33612
*Solicitation Conference to be held:	April 8, 2016 Friday	1:00 p.m.	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave, Room 501, Tampa, FL 33612 Conference Number: 1-888-670-3525 Code: 2284457632 then #
Submission of written inquiries must be received by:	April 11, 2016 Monday	1:00 p.m.	Department of Children & Families Attn: Lois Admire, Procurement Manager <b>Mailing Address:</b> 9393 North Florida Ave, Suite 500, Tampa, FL 33612

Anticipated Deadline for Department's Response to Inquiries:	April 13, 2016 Wednesday	5:00 p.m.	<b>DMS Vendor Bid System</b> <b>Electronic Posting site:</b> <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
Sealed Replies must be received by the Department:	April 18, 2016 Monday	1:00 p.m.	Department of Children & Families Attn: Lois Admire, Procurement Manager <b>Mailing Address:</b> 9393 North Florida Ave, Suite 500, Tampa, FL 33612
*Reply Opening and Review of Mandatory Requirements:	April 18, 2016 Monday	1:30 p.m.	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave, Room 501, Tampa, FL 33612
*Debriefing Meeting of the Evaluators and ranking of the replies:	April 21, 2016 Thursday	10:00 a.m.	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave, Room 501 Tampa, FL 33612
Anticipated posting of qualified vendors ("Short List") for Negotiation:	April 26, 2016 Tuesday	5:00 p.m.	<b>DMS Vendor Bid System (VBS) Electronic Posting site:</b> <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
*Organizational Meeting of Negotiation Team	May 2, 2016 Monday	9:00 a.m.	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave, Room 501, Tampa, FL 33612
Anticipated Negotiation Period	May 2-4, 2016	TBD	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave, Tampa, FL 33612
*Meeting of Negotiation Team to Develop Recommendation for Award	May 4, 2016 Wednesday	12:00 p.m.	Department of Children & Families <b>Physical Address:</b> 9393 North Florida Ave., Room 806 Tampa, FL 33612
Anticipated posting of Intended Agreement Award:	May 9, 2016 Monday	5:00 p.m.	<b>Vendor Bid System (VBS) Electronic Posting site:</b> <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
Anticipated Effective Date of Agreement:	June 1, 2016	NA	NA
*All vendors are hereby notified that the meetings noted with an asterisk above (*) are open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).			

All times in the event schedule are local times for **Tampa**, Florida, Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this procurement, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

## 2.5 Notice of Intent to Submit A Reply

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (Appendix I) to the Procurement Manager specified in Section 1.4 on or before the date and time specified in the Schedule of Events and Deadlines. Submission of a Notice of Intent is not a pre-requisite for acceptance of replies from prospective vendors.

## 2.6 Solicitation Conference Call

The purpose of the Solicitation Conference Call is to review the ITN with interested vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective vendors to participate in the solicitation conference, during which vendors may



pose questions. The Solicitation Conference Call will be held at the time and date specified in Section 2.4.

### **2.6.1 Official Department Responses**

Only responses posted on the VBS website are to be considered official Department responses to questions whether questions are presented during the Solicitation Conference Call or submitted in accordance with Section 2.7 below.

### **2.6.2 Participation is not a Pre-requisite**

Participation in the solicitation conference is not a pre-requisite for acceptance of replies from prospective Vendors.

## **2.7 Written Inquiries**

Other than during the Solicitation Conference Call, prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 1.4, via electronic mail, U.S. mail, or other delivery service, and received on or before the date and time specified in Section 2.4, Schedule of Events and Deadlines. No questions will be accepted by facsimile or telephone.

Responses to all inquiries, and clarifications or addenda, if made to the ITN, will be made available by the date and time specified in Section 2.4 through electronic posting on the VBS website at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.8 Receipt of Replies**

### **2.8.1 Reply Deadline**

Replies must be received by the Department no later than the date/time and at the address provided in Section 2.4. Any replies that are not received at the specified address, by the specified date and time, may not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

### **2.8.2 Binding Replies**

By submitting a reply, each vendor agrees that its reply shall remain a valid offer for at least ninety (90) days after the reply opening date and that, in the event the agreement award is delayed by appeal or protest, such ninety (90) day period is extended until entry of a final order in response to such appeal or protest.

### **2.8.3 Sureties/Bid Bond Not Required**

A bid bond or equivalent security is not required to submit a reply to this ITN.

### **2.8.4 Payment and Performance Bond Not Required**

A payment and performance bond is not required for this contract and submission of evidence of the vendor's ability to do so is not required to submit a reply to this ITN.

### **2.8.5 Changes to Replies After Submission Prohibited**

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department, until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

### **2.8.6 Receipt Statement**

Replies not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

### **2.9 Request to Withdraw Reply**

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within seventy-two (72) hours after the reply opening time and date as specified in Section 2.4 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious Vendor error.

### **2.10 Notice of Intent to Award an Agreement**

The Department shall award the agreement with reasonable promptness by written notice to the responsible and responsive vendor as determined by the Secretary or his or her designee to provide the best value to the state. The Notice of Intent to Award shall be electronically posted for 72 hours (3 working days, excluding Saturday, Sunday and state holidays) by the date specified in Section 2.4., Schedule of Events and Deadlines at the following electronic posting site: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

### **2.11 Right to Rely on Department Information**

In selecting vendor(s) for negotiation and in making a final selection, the Department reserves the right to rely on information about a vendor in the Department's records or known to its personnel.

### **2.12 Protests and Disputes**

Any protest concerning this solicitation shall be made in accordance with sections 120.057(3) and 287.042(2)(c), F.S., and 28-110 Florida Administrative Code (FAC).

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

#### **2.12.1 Time Limits for Filing Protests**

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this ITN shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

#### **2.12.2 Protests of Terms, Conditions and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking proposals, awarding agreement, reserving rights of further negotiation, or modifying or amending any agreement, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

### **2.12.3 Protest Bond Requirement**

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Department's estimated agreement amount. The estimated agreement amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated agreement amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated agreement amount is not subject to protest pursuant to section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

### **2.12.4 Filing a Protest**

A notice of protest, formal protest, and bond are "filed" when received by the contact person listed in Section 1.4 above. Filing may be achieved by hand-delivery, courier, or U.S. Mail. Filing by e-mail shall not be accepted. All methods of delivery or transmittal to the Department's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

### **2.13 Cost of Preparation of Reply**

By submitting a reply, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITN.

### **2.14 PUR 1001**

The standard "General Instructions to Respondents" Form PUR1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence. The PUR 1001 form is available at:  
<http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response.

### **2.15 Department's Reserved Rights**

#### **2.15.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle

competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a vendor to provide, and at the request of the Department the vendor may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request and a vendor may not provide the Department with additional materials that affect the price of the reply, or give the vendor an advantage or benefit not enjoyed by other vendors.

#### **2.15.2 Right to Inspect, Investigate and Rely on Information**

In ranking replies to negotiation and in making a final selection, the Department reserves the right to inspect a Vendor's facilities and operations, to investigate any Vendor representations and to rely on information about a Vendor in the Department's records or known to its personnel.

#### **2.15.3 Rejection of All Replies.**

The Department reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

#### **2.15.4 Reserved Rights After Notice of Award**

**The Department reserved the right:**

**2.15.4.1** To schedule additional negotiation sessions with vendors identified in the posting of a Notice of Intent to Award in order to establish final terms and conditions for agreements with those Vendors.

**2.15.4.2** To post a notice of withdraw or amend its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of an agreement.

**2.15.4.3** To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3), Florida Administrative Code.

#### **2.15.5 Withdrawal of ITN**

The Department reserves the right to withdraw the ITN at any time, including after an award is made when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

#### **2.15.6 Other Reserved Rights**

The Department reserves all rights described elsewhere in this ITN.

### **SECTION 3. MINIMUM SPECIFICATIONS**

The selected Vendor shall perform the tasks and be compensated in the manner set forth in the resulting agreement/DO in accordance with all terms thereof. The final resulting agreement will be negotiated with the successful Vendor.

#### **3.1 Vendor Qualification and Disqualification**

##### **3.1.1. Vendor Qualification**

- 3.1.1.1** Vendors will be required to specify at a minimum specific and essential qualifications as it relates to the proposed services in this ITN. These qualifications may include, but are not limited to, size, experience, required licenses, staffing levels, facilities, legal status, organizational type, financial qualifications, governance structures, or mandatory relationships or affiliations.
- 3.1.1.2** Vendors submitting a reply must comply with all the Mandatory Requirements set forth in Appendix VII in order to be considered for selection under this ITN.
- 3.1.1.3** Vendors must provide thorough and specific responses for how they propose to address each of the specifications as outlined in Sections 5.2.4 through 5.2.7, of this ITN.
- 3.1.1.4** Vendors must comply with Section 5.2.8 in demonstrating financial stability through financial documentation and/or certified financial reports in support of the Vendor's Financial Stability.

### **3.1.2 Vendor Disqualification Under PUR 1001**

Persons or affiliates placed on the Convicted vendor list or the discriminatory vendor list are disqualified pursuant to Sections 7 and 8 of PUR 1001.

### **3.1.3 Vendor Disqualification for Previous Failure to Perform**

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for disqualification. To be disqualified as a vendor under this provision, the vendor must have:

- 3.1.3.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department;
- 3.1.3.2** Had a contract terminated by the Department or another State of Florida agency for cause; or
- 3.1.3.3** Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (Appendix III) prior to contract execution.

## **3.2 Minimum Specifications**

### **3.2.1 General Statement**

The resultant agreement/DO will require the successful vendor to provide on-site American Sign Language (ASL) interpretation services to the Department's hearing impaired, deaf, or hard-of-hearing clients for face-to-face communication and court activities.

### **3.2.2 Programmatic Authority**

The successful vendor must comply with all applicable federal and state laws and regulations, review guides, action transmittals and similar documents, to include but not limited to Chapter 287, F.S. and CFOP 60-10, Americans with Disability Act (ADA)

Accommodation Procedures for Applicant/Employees/General Public.

### **3.2.3 Scope of Service**

The successful vendor will provide American Sign Language interpretation services, twenty-four hours a day, seven days a week, as scheduled and authorized by the Department's designated representative at locations throughout the following circuits and counties:

Circuit 6: Pinellas and Pasco  
Circuit 13: Hillsborough  
Circuit 12: Manatee, Sarasota and DeSoto  
Circuit 20: Charlotte, Collier, Glades, Hendry and Lee

The Department reserves the right to increase or decrease the volume of services, to add tasks that are incidental or complimentary to the original scope of services, and/or expand these services to additional Regions and Circuits throughout the State; based on the availability of funds, satisfactory performance, and demand for interpreter services.

### **3.2.4 Major Program Goal**

The major program goal is to enhance communication and improve service delivery to hearing impaired clients of the Department through American Sign Language interpretation.

### **3.2.5 Client General Description/Eligibility/Determination/Limits**

#### **3.2.5.1 Client Description**

Clients to be served under this agreement shall be applying for or receiving services either from the Department's SunCoast Region ACCESS Program, Child Protection Investigation Services Units, Adult Protection Services, or Children's Legal Services.

#### **3.2.5.2 Client Eligibility**

Client eligibility is exclusively the responsibility of the Department.

#### **3.2.5.3 Limits**

Services provided under this agreement are limited by the availability of funds.

### **3.2.6 Task List**

The vendor shall deliver on-site American Sign Language services to the Department and its clients throughout the agreement period as follows:

**3.2.6.1** Services will be provided in compliance with applicable professional licensing standards existing at the time of providing the requested services and as updated from time to time.

**3.2.6.2** Services shall be delivered at the scheduled location and time, within 24 hours of the Department's authorized telephonic request.

**3.2.6.3** Services shall be confirmed by the provider in writing (date, time, and location) within 12 hours prior to a scheduled visit with the requestor.

**3.2.6.4** The Vendor shall protect the confidentiality of client information in accordance with applicable laws. Client-identifying information shall not be disclosed without written consent of the individual, or the child's parents or legal guardian.

**3.2.6.5** The Vendor shall fully cooperate with the Department to ensure the seamless transition of services from and to new Vendors, as applicable.

### **3.2.7 Task Limits**

The Vendor shall not perform any tasks related to this project other than those described in Section 3.2.6., without the express written consent of the Department. Services are limited to the availability of funds.

### **3.2.8 Staffing Levels**

The successful vendor shall maintain an adequate organizational structure and staff sufficient to conduct its contractual responsibilities.

### **3.2.9 Professional Qualifications**

**3.2.9.1** The successful Vendor shall ensure staff maintains related minimum professional qualifications to perform contractual responsibilities.

**3.2.9.2** The successful Vendor shall ensure that all staff utilized by the Vendor are screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04 and 110.1127, F.S. Background screening documentation shall be maintained on file with the Vendor's employment records.

### **3.2.10 Staffing Changes**

**3.2.10.1** The successful vendor shall notify the Department, within 10 business days, of a change to the designated Vendor contact person.

**3.2.10.2** The successful vendor shall replace any staff whose continued presence would be detrimental to the success of the project with a staff or equal or superior qualifications. Such actions may be initiated by either the Department or the successful vendor.

### **3.2.11 Subcontractors**

**3.2.11.1** Without prior written consent from the Department, the Vendor may not subcontract the services contracted for herein. With prior written consent from the Department, the successful vendor may enter into subcontract(s) for performance of certain and specific functions under the resultant contract. The successful vendor shall include, in all approved subcontracts (at any tier) the substance of all clauses contained in the resulting contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the selected vendor's performance being performed by or through the subcontract.

**3.2.11.2** Subcontractor(s) known at the time of the reply submission shall be identified in the Vendor's response to this ITN.

### **3.2.12 Service Delivery Location**

Services shall be provided in any of the Department's SunCoast Region offices, in the homes of the clients, in the Circuit Courts, or other locations within the following counties as requested by the Department's authorized requestor: Collier, Charlotte, DeSoto, Glades, Hendry, Hillsborough, Lee, Manatee, Pasco, Pinellas, or Sarasota County.

### **3.2.13 Service Times**

The successful Vendor will be available to provide services twenty-four (24) hours a day, seven (7) days a week.

### **3.2.14 Changes in Location**

The successful Vendor shall notify the Department, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the successful vendor.

### **3.2.15 Equipment**

The successful vendor shall maintain sufficient equipment and supplies to perform the agreed upon services in a timely manner to meet the requirements of the agreement, at no additional expense to the Department.

### **3.2.16 Records and Documentation (related to the performance of the resulting agreement)**

**3.2.16.1** To the extent that information is utilized in the performance of the resulting agreement or generated as a result of it, and to the extent that information meets the definition of "public records" as defined in Section 119.011, F.S., said information is hereby declared to be and is recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the agreement, which results from this ITN that entitles the Department to unilaterally cancel the agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.

**3.2.16.2** Unless state or federal law requires a greater retention period, all documents pertaining to the program contracted by this ITN shall be retained by the successful vendor for a period of six years after the termination of the resulting agreement or longer as may be required by any renewal or extension of the agreement. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. The vendor shall maintain such records



in whatever reasonable format is required by the Department at the time, at the vendor's expense. Data files will be provided in a PDF format readable by the Department.

**3.2.16.3** The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful vendor of confidential records whether public records or not and promises to defend the Department against the same at its expense.

**3.2.16.4** The successful vendor shall maintain all records required to be maintained pursuant to the resulting agreement in such manner as to be accessible by the Department upon demand including electronic and paper records.

**3.2.17 Reports**

**3.2.17.1** The Vendor shall submit to the Department, at minimum, the invoice and reports at the frequency and number of copies listed below.

#	Report Title	Reporting Frequency	Report Due Date	Number of Copies
1	Monthly Invoice	Monthly	20 <sup>th</sup> day of each month	1 electronic and 1 hard copy
2	Monthly Billing Activity Report	Monthly	20 <sup>th</sup> day of each month with the invoice	1 electronic and 1 hard copy
3	Monthly Performance Report	Monthly	20 <sup>th</sup> day of each month with the invoice	1 electronic and 1 hard copy

**3.2.17.2** Where the resulting agreement requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting agreement. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

**3.2.17.3** The successful vendor shall submit all reports as detailed in the resultant agreement to this ITN. In case of an anticipated delay in meeting this requirement, the successful Vendor shall submit a written justification for the

delay and a request for an extension to the Department prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

**3.2.17.4** The successful vendor shall provide additional reporting pertaining to the services rendered in any resulting agreement should the Department determine this to be necessary.

### **3.2.18 Performance**

#### **3.2.18.1 Performance Measures**

**98%** of requested onsite interpretation services shall occur at the scheduled location and time.

#### **3.2.18.2 Description of Performance Measurement Terms**

**3.2.18.2.1** Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.

**3.2.18.2.2** Outputs - Process which measures the quality of services.

**3.2.18.2.3** Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Vendors performance.

**3.2.18.2.4** Requestor – An employee of the Department authorized to request services.

#### **3.2.18.3 Performance Evaluation Methodology**

The Department will calculate the performance measurement outcome as follows:

***Numerator*** – The total number of onsite interpretations requested by the Department that were provided at the scheduled location and at the scheduled time.

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***Denominator*** – The total number of onsite interpretations request by the Department.

**3.2.18.4** The Department may conduct random surveys or structured surveys during the term of the agreement to gauge a variety of factors regarding the Vendor's provision of services including satisfaction, responsiveness, and professionalism.

### **3.2.19 Vendor Responsibilities**

**3.2.19.1** The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in the resultant agreement. By accepting the agreement the successful vendor recognizes the singular responsibility for the tasks, activities and deliverables described herein and

warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

- 3.2.19.2** The successful vendor shall be knowledgeable of and fully comply with all State and Federal laws, rules and regulations as amended that effect or may affect the resulting agreement.
- 3.2.19.3** The successful vendor may request written technical assistance from the Regional Operations Manager when deemed necessary to facilitate compliance with the resultant agreement requirements. The Department's failure to provide such technical assistance does not relieve the successful vendor of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this resultant agreement.
- 3.2.19.4** During the term of the resultant agreement, the successful vendor shall be responsible for ensuring that its employees and agents, whenever on the Department's premises, obey and comply with all rules, policies, orders and/or requests relating to performance, rules of behavior, work schedule, safety, appearance, conduct, including without limitation, those related to alcohol, drugs, safety, security, smoking, controlled substances, and/or weapons and any other standards and procedures which must be adhered to by Department employees and successful vendor employees as in effect from time to time. It is expressly understood that the Department may require the execution of agreements acknowledging compliance with Department policies prior to allowing employees, agents and representatives of the successful vendor to access Department facilities.
- 3.2.19.5** Confidentiality Statement. Due to the sensitivity of the Department information and data, the successful vendor shall require all employees to read and sign a Confidentiality Statement, (Appendix IV), prior to performing any duties under this agreement. A copy of such statement shall be maintained in the staff members employment file and made available to the Department upon request.
- 3.2.19.6** Provider Identification Badges. When accessing Department service sites, the successful vendor's employees shall wear and display an official Vendor Identification Badge.
- 3.2.19.7** E-Verify. Pursuant to Executive Order 11-116 issued by the Governor's Office, the successful Vendor, if not already registered, will be required to register for the Federal E-Verify system as specified in any resulting contract.
- 3.2.19.8** The successful vendor shall not commence any work in connection with this agreement until all insurance coverage has been obtained and verification of said insurance has been submitted to the Department.
- 3.2.19.9** The successful Vendor shall comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), as applicable to this project.

### **3.2.20 Coordination with Other Vendors/Entities**

- 3.2.20.1** Upon the effective date of the resulting agreement, the successful vendor may be required to coordinate some tasks with external entities and/or organizations, as appropriate.
- 3.2.20.2** The failure of other providers, entities, or subcontractors to cooperate or properly perform service does not relieve the successful vendor of any accountability for tasks or services that the successful vendor is obligated to perform.

### **3.2.21 Department Obligations**

Upon request, the Department shall provide technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.

### **3.2.22 Department Determinations**

The Department has reserved the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the state of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its subcontracted providers.

### **3.2.23 Monitoring Requirements**

- 3.2.23.1** The successful vendor will be monitored on its performance of all tasks and special provisions of any resulting agreement.
- 3.2.23.2** The successful vendor may be monitored in accordance with Children and Families Operating Procedure 75-8, Policies and Procedures of Contract Oversight. A copy of which may be obtained from the contact person listed in Section 1.4, of this ITN.

### **3.2.24 Agreement Renewal**

The resulting agreement may be renewed for one term not to exceed three (3) years, or for the term of the original agreement, whichever period is longer. Such renewal shall be contingent upon satisfactory performance evaluations as determined by the Department and be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial agreement.

## **SECTION 4 FINANCIAL SPECIFICATIONS**

### **4.1 Funding Source**

General revenue and trust fund programs will fund the agreement resulting from this ITN. The State of Florida's performance and obligation to pay under any resultant agreement is contingent upon an annual appropriation by the State Legislature.

## **4.2 Funding Amount**

The SunCoast Region budgets an annualized cost of \$34,000 for obtaining on-site interpretation services to the Department's hearing impaired, deaf, or hard-of-hearing clients for the SunCoast Region. This budget includes services in Circuits 6, 12, 13, and 20. It is the Department's intent to negotiate with a maximum of two qualified vendors. The Department intends to award the agreement to one successful vendor.

To assist interested vendors in calculating the cost of providing the requested services the Department has provided in Appendix VII, Financial Cost Bid Considerations, the historical service data provided through the current agreement.

## **4.3 Invoicing and Payment of Invoices**

**4.3.1** The method of payment is fixed price (unit cost). The successful vendor shall request payment on a monthly basis through the submission of a properly completed invoice within twenty calendar (20) days following the end of the month for which payment is being requested. Payment due under the agreement will be withheld until the Department has confirmed delivery of the services. The fixed price part of the resulting agreement denotes a flat fee or rate charged per service.

**4.3.2** One (1) original copy of the invoice is required

**4.3.3** The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disallowance of the deliverables will result in the rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the vendor in order to process the invoice for payment. The vendor will have five (5) working days from the date of rejection of the initial invoice to correct and resubmit it for payment.

**4.3.4** The fixed price part of the resulting agreement denotes a flat fee or rate charged per service.

## **4.4 Advance Payment**

Not applicable to this agreement.

## **4.5 Allowable Costs**

**4.5.1** Prospective vendors shall submit a line item budget and a budget narrative. The proposed budget should put forward total costs for the proposed price rates by fiscal year as outlined on the Proposed Project Price Sheet, Appendix VI for the initial five year period and the renewal five year period.

**4.5.2** The Department reserves the right to negotiate the line item budget and budget narrative proposed to ensure allowable, reasonable and necessary expenditures.

**4.5.3** Restriction of Expenditures. Items expressly prohibited from purchase with these agreement funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

- 4.5.4 Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.
- 4.5.5 Prospective vendors, who are institutions of higher learning, must include only those costs identified as allowable costs in accordance with the Office of Management and Budget (OMB) Circular A-21, *Cost Principles for Educational Institutions*, which is applicable for this ITN.
- 4.5.6 Administrative costs, including any indirect costs that are administrative in nature shall not exceed 10% of the total operating costs of the proposed budget.

#### 4.6 MyFloridaMarketPlace Transaction Fee

To be paid each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

#### 4.7 Composition of the Agreement

The agreement awarded as a result of this solicitation will be a Direct Order/Purchase Order composed of:

##### 4.7.1 MyFloridaMarketPlace Direct Order

The Department's will issue a direct order agreement from MyFloridaMarketPlace containing general contract terms and conditions required by the Department for all vendors

##### 4.7.2 Statement of Work

The Department will attach to the direct order a statement of work that will contain contract terms and conditions governing the performance of the work, the required deliverables and performance measures, financial consequences for poor or non-performance, and compensation.

##### 4.7.3 PUR Form 1000

The PUR Form 1000 is incorporated by reference into the Department's purchase order and is available at the link in **Section 1.6**.

##### 4.7.4 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation or the above documents as well as the Vendor's Reply and any documentation reflecting the results of the negotiations sessions will also be part of the resulting agreement, if any.

#### 4.8 Order of Precedence

In the event of conflict in terms among the foregoing, the following order of precedence will apply. The reply submitted in response to this solicitation may be incorporated into or attached to the agreement but will not change the provisions of the below documents.

- 4.8.1 The direct order and statement of work.
- 4.8.2 Any documents incorporated into any exhibit by reference
- 4.8.3 PUR Form 1000.
- 4.8.4 Written Replies from the Negotiations Sessions
- 4.8.5 The Vendor's reply.

#### **4.9 Intellectual Property**

4.9.1 It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to the awarded vendor's performance under the resultant agreement, and the performance of all of its officers, agents and subcontractors in relation to the resultant agreement, are works for hire for the benefit of the Department, fully compensated for by the agreement amount, and that neither the vendor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of the agreement. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under the agreement, or in any way connected therewith. Notwithstanding the foregoing provision, if the vendor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.9.2 If the Vendor uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the agreement as having specific limitations, the compensation paid pursuant to the agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by the agreement. For purposes of this provision, the term "use" shall include use by the Vendor during the term of the agreement and use by the Department, its employees, agents or contractors during the term of the agreement and perpetually thereafter.

4.9.3 All applicable subcontracts shall include a provision that the Federal awarding agency reserved all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Vendor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

#### **4.10 Preferred Pricing**

The Vendor represents and warrants that the prices and terms for its service under the resultant agreement are no less favorable to the Department than those for similar services under any existing contract with any other party. The Vendor further agrees that, within 90 days of Vendor entering into a contract or contract amendment or offering to any other party services similar to those under the resultant agreement

under prices or terms more favorable than those provided in the resultant agreement with the Department, the Vendor will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to the agreement upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to the agreement with the Department retroactively to the earlier of the effective date of the agreement resulting from this ITN (for other contract in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments.

#### **4.11 Funding for Services Only**

There will be no funds awarded or associated with the resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the successful vendor.

### **SECTION 5 INSTRUCTIONS FOR RESPONDING TO THE ITN**

#### **5.1 How to Submit a Reply**

##### **5.1.1 Mandatory Reply Deadline**

All replies must be received by the Procurement Manager by the deadline, and at the location set forth in Section 2.4, Schedule of Events and Deadlines. The Vendor must choose the appropriate means for delivery and is exclusively responsible for receipt of the proposal by the Procurement Manager at the address listed in Section 1.4 by the date and time indicated in Section 2.4. Late replies will not be accepted. The Department is also not responsible for lost or misdirected submissions.

##### **5.1.2 Electronic Transmittal of Replies Not Acceptable**

Facsimile or electronic transmissions of replies will not be accepted.

##### **5.1.3 Reply Amendments**

Any amendments to the reply as originally submitted by the vendor and that are not required by the Department, must comply with the requirements of this section and must be received on or before the due date as specified in Section 2.4 Schedule of Events and Deadlines.

##### **5.1.4 Number of Copies Required**

One original (marked "Original") and four (4) copies (marked and numbered #1, #2, #3, #4) and one (1) electronic copy are required. The original submitted to the Department must contain the original signature of an official of the vendor agency who is authorized to bind the vendor to their reply/bid. The electronic copy, identical to the hard copies, shall be submitted as outlined in Section 5.3.2.

##### **5.1.5 Replies to be in Sealed Envelopes**

The original and each copy of the Reply, including the electronic copy, must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the ITN number, title of the reply, and the vendor's name. The original reply must be clearly marked "Original" and the copies must be marked "Copy #1", "Copy #2", "Copy #3", "Copy #4", and "Electronic Copy" respectively.

All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Reply to DCF



Competitive Solicitation Number ITN 23ESS16111 Interpreter Services for the Deaf and Hard of Hearing.”

#### **5.1.6 Cost of Preparation of the Reply**

The Department is not liable for any costs incurred by the vendor in responding to this ITN.

#### **5.1.7 General Instructions to Respondents, PUR 1001**

The PUR 1001, incorporated herein by reference, is part of this ITN, and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. This ITN contains additional materials and guidance. The terms and conditions of the ITN take precedence over the terms and conditions of the PUR 1001 form unless the contradictory term in the form is statutorily required. Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response. Please note that Section 3 of PUR 1001 does not apply to this ITN.

### **5.2 Content of the Reply**

#### **5.2.1 Title Page**

When submitting a reply in response to this ITN, the vendor must ensure that each copy of the reply has a “title page” that contains the following minimum information:

**5.2.1.1** Name of Organization to which reply is submitted;

**5.2.1.2** ITN number;

**5.2.1.3** Title of reply;

**5.2.1.4** Vendor’s legal name and federal tax identification number;

**5.2.1.5** Prospective vendor’s Data Universal Numbering System number (DUNS number);

**5.2.1.6** Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and

**5.2.1.7** Name of vendor’s project director (if known)

#### **5.2.2 Vendor’s Cross Reference Table**

Vendor replies, original and each copy of the reply, must be “tabbed by section” and include a cross-reference between the reply and the ITN requirements in **Sections 5.2.3 through 5.2.8**. The cross-reference table must be formatted as follows:

**SAMPLE ITN / REPLY CROSS REFERENCE TABLE**

ITN			REPLY		
Page(s)	Section	Subject	Subject	Page(s)	Section
25	5.2.1	Title Page	Title Page	1	5.2.1
25	5.2.2	Cross Reference Table	Cross Reference Table	2	5.2.2
26	5.2.3	TAB 1: Mandatory Requirements, Signature Authority, and Certifications.	TAB 1: Mandatory Requirements, Signature Authority, and Certifications.		5.2.3
27	5.2.4	TAB 2: Understanding the Purpose and Proposed Solution	TAB 2: Understanding the Purpose and Proposed Solution		5.2.4
27	5.2.5	TAB 3: Organizational Capacity	TAB 3: Organizational Capacity		5.2.5
27	5.2.6	TAB 4: Quality Assurance and Confidentiality	TAB 4: Quality Assurance and Confidentiality		5.2.6
28	5.2.7	TAB 5: Proposed Rate/Price Sheet	TAB 5: Proposed Rate/Price Sheet		5.2.7
28	5.2.8	TAB 6: Financial Stability & Project Budget Detail	TAB 6: Financial Stability & Project Budget Detail		5.2.8

Note: To ensure inclusion of all applicable items of the ITN, vendors are encouraged to “set-up” the cross reference table and complete the ITN side of the table.

**5.2.3 TAB 1: Mandatory Requirements, Signature Authority, and Certifications.**

**5.2.3.1 Mandatory Requirements**

Mandatory Requirements as provided on the Mandatory Requirements Checklist (MRC), Appendix VIII, must be met in full. The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated. It is the vendor’s responsibility to ensure that all required documents are submitted with the reply, according to the instructions herein.

**5.2.3.2 Certificate of Signature Authority**

The reply must include a signed Certificate of Signature Authority (Appendix II), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Vendor’s normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Vendor.

**5.2.3.3 Mandatory Certification**

The reply must include a Master Certification/Vendor’s Certification (Appendix III) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the “true” box must be checked next to each of the Certifications (a) through (l).

#### **5.2.3.4 Vendor Registration in MYFLORIDAMARKETPLACE**

The Vendor's reply must include proof of vendor registration in MyFloridaMarketPlace (MFMP). To comply with Rule 60A-1.030(3), Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or agreemental services as defined in Section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C., in order to be paid. Information about the registration process is available, and registration may be completed at MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). All vendors are responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any response to an ITN.

#### **5.2.3.5 Tie Breaking Certifications**

The reply may include the Master Certification – Tie Breaking Certifications. The Vendor may check the “true” box for any or all Tie Breaking Certifications identified in Appendix III, sections m. through p. for which a Vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying Vendors. However, a Vendor waives all rights to consideration of a “tie breaker” if it fails to timely submit the certification for a “tie breaker”.

#### **5.2.3.6 Proof of Insurance**

The Vendor's reply must include a copy of the vendor's verification of General Liability Insurance Coverage.

#### **5.2.3.7 Bid Bond Not Required**

A bid bond is not required to accompany the proposal.

#### **5.2.3.8 Evidence of Ability to Provide Payment and Performance Bond Not Required**

Evidence of the Vendor's ability to provide a payment and performance bond is not required to accompany the reply.

### **5.2.4 TAB 2: Understanding the Purpose and Proposed Solution**

The Vendor shall provide a brief narrative that demonstrates an understanding of the need, purpose, scope, and goals of the interpreter services outlined in this ITN.

**5.2.4.1** Provide a brief narrative describing the need for and goals of a quality oriented responsive interpreter services and how the vendor will fulfill this need.

**5.2.4.2** Describe creative ways to deliver the interpreter services that ensures responsiveness and quality of the service.

**5.2.4.3** Describe organizational core values, mission statement and guiding principles and to what extent it is compatible or consistent with the goals of the services described in this ITN.

**5.2.4.4** Describe and support the assertion that the proposed approach is the best value to the state.

### **5.2.5 TAB 3: Organizational Capacity**

The Vendor's reply shall describe and demonstrate its organizational capacity to fulfill the requirements associated with completing the agreement:

- 5.2.5.1 Describe the organizational structure and the department responsible for delivery of interpreter services. Include the required minimum education/certification and expertise of staff providing the direct service. Position descriptions, actual resumes and/or curriculum vitae of incumbents may be submitted as examples.
- 5.2.5.2 Describe background and past experiences that demonstrate at least three years prior experience and the ability to perform the tasks described in this ITN. Provide three references from customers who have been served by the vendor sometime during the past 3 years, other than the Department of Children and Families (Appendix V). References provided by each vendor may be contacted.
- 5.2.5.3 Describe how the logistical challenges of conducting services in four (4) different circuits encompassing eleven (11) counties will be administered.
- 5.2.5.4 Describe how communication with customers occurs during ongoing business and the vendor's willingness to partner with and follow the direction of the Department.

**5.2.6 TAB 4: Quality Assurance and Confidentiality/Security**

The Vendor's reply shall describe and demonstrate its capability regarding the following:

- 5.2.6.1 Describe the approach to continuous quality improvement and how the Vendor will ensure the provision of quality interpreter services delivered timely.
- 5.2.6.2 Describe how feedback from the Department and clients will be solicited and be used to improve the services provided.
- 5.2.6.3 Describe how the Vendor will ensure the confidentiality of sensitive customer/client information as it relates to interpreter services.

**5.2.7 TAB 5: Proposed Rate/Price Sheets (Appendix VI)**

- 5.2.7.1 The Vendor's reply shall contain proposed agreement service prices for the initial five (5) year and one (1) month agreement period and the renewal period (Appendix VI), not to exceed \$34,000.00 annually. To assist respondents in calculating prices, historical service data for a 12 month period has been provided in Appendix VII, Financial Cost Bid Considerations.
- 5.2.7.2 The Vendor's reply will include a written justification to support that the cost is and will remain competitive.

**5.2.8 TAB 6: Financial Stability and Project Budget Detail**

**The Vendor's reply shall include:**

- 5.2.8.1 Certified independent financial statements for the last two years, or documents sufficient to show a) financial stability, and b) financial resources sufficient to substantiate the vendor's ability to meet their financial obligations for at least two consecutive months prior to receiving reimbursement (the Department has 40 days upon receipt of properly completed invoice to disperse payment).

- 5.2.8.2** A detailed line item budget and related narrative supporting the proposed pricing. The cost proposal should be based on available funding projections, and if different, the vendor should explain the differences.
- 5.2.8.3** A statement of whether or not the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.

### **5.3 Reply Format**

#### **5.3.2 Hard-copy Reply Format**

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound in 3-ring binders, labeled and submitted in Tabbed Sections in the order listed in Sections 5.2.3 through 5.2.8.

#### **5.3.3 Electronic Copy Format**

The required electronic format of the reply must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. Replies must be able to be opened and viewed by the Department utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire reply.

#### **5.3.4 References to Separately Bound Material**

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The Department's evaluators will not be responsible for searching for relevant reference material.

#### **5.3.5 Replies to be Thorough**

Vendors must provide thorough and specific replies in the Programmatic Reply for how they propose to address each of the requirements as specified in Section 5.2.3 through 5.2.6 of this solicitation, and must include the Cost Proposal required in Section 5.2.7, as well as all the Financial Stability Documentation required in Section 5.2.8. Vendors are advised to consider the evaluation criteria set forth in Section 6.2.

#### **5.3.6 Reply Clarity Essential**

Vendors are advised that the Department's ability to conduct a thorough review of replies is dependent on the vendor's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the vendor.

### **5.3.7 Replies to be Concise**

The reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the ITN identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the reply being rejected at the Department's discretion.

## **5.4 Public Records and Trade Secrets**

### **5.4.1 Replies and Other Submissions Are Property of the State**

These provisions apply in lieu of Section 19 of PUR 1001. All materials submitted in response to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

### **5.4.2 Replies and Other Submissions Are Subject to Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to Section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of the reply or submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

### **5.4.3 How to Claim Trade Secret Protection**

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. 23ESS16111 – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

### **5.4.4 Vendor's Duty to Respond to Public Records Requests**

In response to any notice by the Department a public records request received by the Department encompasses any portion of the separately bound part of the Vendor's

reply or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide the Department with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

#### **5.4.5 Department Not Obligated to Defend Vendor Claims**

The Department is not obligated to agree with the Vendor’s claim of exemption and, by submitting a proposal or other submission; the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the Vendor agrees it shall protect, defend, and indemnify, including attorney’s fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor’s claim the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Vendor’s redaction.

## **SECTION 6 THE SELECTION METHODOLOGY**

The Department intends to award the agreement to the responsible and responsive vendor or vendors whose reply is determined by the Secretary or his designee to be the most advantageous to the state. The Department will award the agreement based on a final selection by the Secretary or his designee, who will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Secretary’s or designee’s final decision and intent to award in accordance with ss. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Secretary or designee to confer with any Department personnel in the course of the process.

Replies that meet the Mandatory Requirements of this ITN (see Section 6.1 and Appendix VIII) will be eligible for evaluation. Responsive Vendors will be evaluated and ranked and a Short List of Vendors selected for negotiation will be posted as described in Section 6.2 of this ITN. Following negotiations with Shortlisted Vendors, the Department will post a notice of intended agreement award, identifying the Vendor selected for award. Final agreement terms will be established with the selected Vendor.

### **6.1 Application of Mandatory Requirements**

A vendor must comply with all Mandatory Requirements to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in Appendix VIII, Mandatory Requirements Checklist. These criteria elements require the same responses from all prospective vendors and require a simple “Yes” or “No” answer. Points are not awarded to these criteria elements; however, a “No” to any of the listed criteria may automatically disqualify a vendor from further consideration.

**6.1.1** The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in Appendix VIII, Mandatory Requirements Checklist.

**6.1.2** A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

**6.1.3** Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.

**6.1.4** An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

## **6.2 Evaluation Methodology for Ranking and Shortlisting**

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

### **6.2.1 Scoring by Evaluators**

**6.2.1.1** The Department's evaluators will evaluate each responsive reply relating to vendor eligibility and qualification in accordance with the criteria and methodology provided in Section 6.2.4 and the Evaluation Criteria (Appendix IX).

**6.2.1.2** A debriefing meeting of the evaluators will be held to review the results of the evaluation for ranking and shortlisting responsive vendors.

**6.2.1.3** The Department reserves the right to change the evaluators in its sole discretion.

### **6.2.2 Ranking by Procurement Manager**

The Procurement Manager will average the total point scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank Vendors from 1 to n. This ranking will serve as the recommended ranking of the Department's evaluators.

### **6.2.3 Report of the Procurement Manager**

After developing the recommended ranking, the Procurement Manager will provide to the Secretary or his designee a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the evaluators. Along with a recommendation for selection of vendors for negotiation (the short list), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible.

### **6.2.4 Determination of Ranking**

The Secretary or his designee will approve a ranking of all responsive vendors and the short list of vendors selected for negotiation taking into consideration the recommended ranking by the Department's evaluators, the report and recommendation of the Procurement Manager, and the following criteria:

<b>Criteria Number</b>	<b>Criteria Category</b>	<b>Total Possible Score</b>	<b>Weighted Value</b>	<b>Maximum Points</b>
1	TAB 2: Understanding the Purpose and Proposed Solution	3	X 1	3
2	TAB 3: Organizational Capacity	3	X 3	9
3	TAB 4: Quality Assurance and Confidentiality	3	X 3	9
4	TAB 5: Proposed Rates	3	X 2	6



	<b>Total Maximum Reply Score is: 27</b>	

No scoring by the Secretary or his designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only.

The Secretary or his designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the reply.

**6.2.5 Selection and Posting of Qualified Vendors for Negotiations (“Short List”)**

Upon approval of a ranking and short list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the ranking and short list on the VBS website at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Responsive Vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the short list, no presumption of preference or merit in the negotiation process or for agreement award shall arise from the Evaluators’ scores, the ranking or order of vendors listed in such posting.

**6.3 Negotiation Process for Final Selection**

The Department intends to initially negotiate concurrently with up to two (2) of the highest-ranked vendors on the short list approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation or change the method of negotiation (e.g., concurrent versus by order of ranking), if it determines that to do either would be in the best interest of the State. The Department reserves the right to change the members of the negotiation team in its sole discretion.

**6.3.1 Goal of Negotiations**

The negotiation process is intended to enable the Department to determine which vendor presents the best value, whether and with whom it will contract and to establish the principle terms and conditions of such agreement. There will be additional negotiations to finalize all terms and conditions of the agreement after a notice of selection is posted.

**6.3.2 Supplemental Replies**

The Department reserves the right to require shortlisted vendors to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)).

**6.3.3 Department Retains Discretion**

After the initial negotiation session with the selected vendor(s), in its sole discretion, the Department shall determine whether to hold additional negotiation sessions and with which vendor(s) it will negotiate.

**6.3.4 Other Department Rights During Negotiations**

At any time during the negotiation process, the Department’s reserved rights include but are not limited to:

- 6.3.4.1** Schedule additional negotiating sessions with any or all responsive vendors;

- 6.3.4.2 Require any or all responsive vendors to provide additional or revised detailed written replies addressing specified topics;
- 6.3.4.3 Require any or all responsive vendors to provide a written best and final offer;
- 6.3.4.4 Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- 6.3.4.5 Pursue an agreement with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written replies or request for best and final offers;
- 6.3.4.6 Pursue the division of agreement between responsive vendors by type of service or geographic area, or both;
- 6.3.4.7 Arrive at an agreement with any responsive vendor, finalize principal agreement terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors;
- 6.3.4.8 Decline to conduct further negotiations with any vendor;
- 6.3.4.9 Reopen negotiations with any vendor;
- 6.3.4.10 Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation;
- 6.3.4.11 Review and rely on relevant information contained in the replies received pursuant to Section 5; and
- 6.3.4.12 Review and rely on relevant portions of the evaluations conducted pursuant to Section 6.2.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision. All Vendor submissions are subject to the requirements of this ITN.

### **6.3.5 Negotiation Meetings Open to Public**

Negotiations between the Department and Vendors are exempted by s. 286.0113(2), F.S. The initial organizational meeting of the negotiation team (if held) and the final meeting of the negotiation team to develop a recommendation for award are open to the public. Negotiation strategy meetings of the Department's negotiation team are exempted by s. 286.0113(2), F.S. The Department will record all meetings of the Department's negotiation team.

## **6.4 Final Selection and Notice of Intent to Award Agreement**

### **6.4.1 Award Selection**

The Department will select for award of the agreement the responsive vendor or vendors as determined by the Secretary or his or her designee to provide the best value to the State based on the following selection criteria:

- 6.4.1.1 The Vendor's competence, capabilities, and approach to delivery of services.
- 6.4.1.2 The Vendor's proven track record of excellent service provision.
- 6.4.1.3 The Vendor's ability to deliver high quality interpreter services.

- 6.4.1.4 The reasonableness of the Vendor's proposed price.
- 6.4.1.5 The Vendor's willingness to partner with the Department in providing the required interpreter services.
- 6.4.1.6 The Vendor's willingness to be flexible in accommodating changing Department requirements.

#### **6.4.2 Department's Right to Rely on Replies and Evaluations**

The Department reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted. The Department may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

#### **6.4.3 Department's Negotiation Team Recommendation**

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the State based on the above selection criteria set forth above. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the criteria set forth above. The Procurement Manager will prepare a report to the Secretary or his designee regarding the recommendation of the Negotiation Team. The evaluation of the negotiation team shall serve as a recommendation only.

#### **6.4.4 Secretary's Approval**

The Secretary or his designee will approve an award that represents the best value to the State, taking into consideration the recommended award by the Negotiation Team. In so doing, the Secretary or his/her designee is not required to score the Vendors, and will base his or her decision on the determination of best value. If the Secretary or his designee determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, F.A.C. and section 295.187, F.S.

#### **6.4.5 Department's Reserved Rights**

The Department reserves the right to:

- 6.4.5.1 Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- 6.4.5.2 Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;
- 6.4.5.3 Divide the work among vendors by type of service or geographic area, or both;
- 6.4.5.4 Post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the Agreement;
- 6.4.5.5 Award agreements for less than the entire service area or less than all services encompassed by this solicitation, or both.

**6.4.5.6** Post a notice of withdrawal of award in the event that the selected Vendor fails to execute a agreement or defaults in performance. In such event, the Department reserved the right to re-procure in accordance with Rule 60A-1.006(3) F.A.C.

**6.4.6 Posting Notice of Award**

The Department will post a Notice of Intent to Award Agreement, stating its intent to enter into one (1) or more agreements with the vendor or vendors identified therein, on the DMS VBS website [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Any negotiations to finalize terms and conditions of the agreement after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

**APPENDIX I - NOTICE OF INTENT TO SUBMIT A REPLY**  
**Interpreter Services for the Deaf and Hard of Hearing**  
**ITN #23ESS16111**

\_\_\_\_\_ (vendor name)  
 wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Interpreter Services for the Deaf and Hard of Hearing", ITN Number: 23ESS16111.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Printed Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
Telephone Number:	
FAX Number:	
E-mail Address:	

## APPENDIX II - CERTIFICATE OF SIGNATURE AUTHORITY

<b>Check below and complete Section A or Section B</b>	
	Vendor is not a sole proprietorship (Complete Section A)
	Vendor is a sole proprietorship (Complete Section B)
<b>Section A</b>	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # 23ESS16111, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p><b>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</b></p>	
<b>Section B</b>	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Reply submitted in response to ITN # 23ESS16111.</p>	
Dated:	
Signature:	
Printed Name:	

## APPENDIX III – MASTER CERTIFICATION / VENDOR’S CERTIFICATIONS

MASTER CERTIFICATION		
MANDATORY CERTIFICATIONS		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 23ESS16111 (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.</p>		
<b>Check the applicable box next to the title to each certification:</b>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>
		<b>b. Certification of Representations Per Section 9 of PUR 1001</b>
		<b>c. Certification of Authority to Do Business in Florida</b>
		<b>d. Statement of No Involvement</b>
		<b>e. Conflict of Interest Statement (Non-Collusion)</b>
		<b>f. Certification Regarding Subcontractors and Other Providers</b>
		<b>g. Certification Regarding Lobbying</b>
		<b>h. Certification Regarding Scrutinized Companies List</b>
		<b>i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</b>
		<b>j. Certification Regarding Prior Contractual Obligations</b>
		<b>k. Certification of Representations Per Sections 287.133, and 287.134, F.S.</b>
		<b>l. Certification of a Drug Free Workplace</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”</p>		
Signature of Authorized Representative:		Date:
<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>		
<p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the reply.</p>		
<b>b. Certification of Representations Per Section 9 of PUR 1001</b>		
<p>By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<b>c. Certification of Authority to Do Business in Florida</b>		
<p>By checking the True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		
<b>d. Statement of No Involvement</b>		
<p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:</p> <p>Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project;</p> <p>Participated in drafting of a solicitation for this specific project; or</p> <p>Developed a program for future implementation of this project.</p>		

**e. Conflict of Interest Statement (Non-Collusion)**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's reply is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the Vendor to the provisions of this reply.

**f. Certification Regarding Subcontractors and Other Providers**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) during the negotiation phase the Department may request, and any vendor submitting a reply to this ITN may propose, that such vendor use any of the subcontractors or providers used or identified by any other vendor submitting a reply to this ITN; and 2) that the Vendor waives any contract provision to the contrary.

**g. Certification Regarding Lobbying**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**h. Certification Regarding Scrutinized Companies List**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.



**i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

**INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each Vendor whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of Vendors if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department's procurement manager for assistance in obtaining a copy of those regulations.
- (5) The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Department of Children and Families may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Vendor's business location.

**j. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**Appendix III**) prior to contract execution.

**k. Certification of Representations Per Sections 287.133 and 287.134, F.S.**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

**I. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295 provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers" a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or proposal.

**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 23ESS16111 (the ITN), the facts regarding the reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

<input type="checkbox"/>	m. Certification of a Certified Minority Business Enterprise
<input type="checkbox"/>	n. Certification of a Service Disabled Veteran's Business Enterprise
<input type="checkbox"/>	o. Certification of a Florida Business
<input type="checkbox"/>	p. Certification of a Foreign Manufacturer with a Factory in Florida

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
---	-------

**m. Certification of a Certified Minority Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with s. 287.0943, F.S.

**n. Certification of a Service Disabled Veteran's Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with s. 295.187, F.S.

**o. Certification of a Florida Business**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with s. 287.084, F.S.

**p. Certification of a Foreign Manufacturer with a Factory in Florida**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with s. 287.092, F.S.

**APPENDIX IV**

**CONFIDENTIALITY STATEMENT**  
(To be on Vendors Letterhead)

I, \_\_\_\_\_ (Employee Name Here) \_\_\_\_\_, hereby affirm the following:

I agree that during the term of my employment for \_\_\_\_\_ (Vendor Name Here) \_\_\_\_\_ and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children and Families, hereinafter referred to as the "Department", which is regarded by the Department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the Department or its contracted vendor, unless such disclosure is authorized in writing by an authorized Department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX V**  
**REFERENCE SHEET**

Interpreter Services for the Deaf and Hard of Hearing

Please provide a minimum of three (3) references from current/past customers of similar size and expense who have been served by the vendor sometime during the past 3 years, other than the Department of Children and Families.

The Department may contact and interview these references as necessary.

Name and Address of Customer	Contact Person	Telephone Number + Fax + email	Date(s) of Service	Type of Service
Sample: First Bank & Trust 123 Main Street Anytown, FL 333333	John Doe	Phone: 321-555-5555 Fax: 321-555-1111 Email:	09/12/08	Sign Language Interpretation
(1)				
(2)				
(3)				

**APPENDIX VI**  
**PROPOSED PROJECT PRICE SHEETS**  
**INTERPRETER SERVICES FOR THE DEAF AND HARD OF HEARING**  
**FOR THE SUNCOAST REGION**  
**INITIAL 5 YEAR PERIOD**

	Description of Services	Unit	FY 2015-2016 (1 month)	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
1								
2								
3								

Note: See Financial Cost Bid Considerations page

**PROPOSED PROJECT PRICE SHEETS**  
**INTERPRETER SERVICES FOR THE DEAF AND HARD OF HEARING**  
**FOR THE SUNCOAST REGION**  
**RENEWAL** 5 YEAR PERIOD

	Description of Services	Unit	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
1							
2							
3							

Note: See Financial Cost Bid Considerations page

**APPENDIX VII  
FINANCIAL COST BID CONSIDERATIONS  
HISTORICAL SERVICE DATA**

1. The Department reserves the right to increase/decrease the resulting agreement value as needed to accommodate any increase/decrease in the usage over the term of the resulting agreement.
2. To assist respondents in calculating prices, historical service data for the past 12 month period and current rates are as follows:

	Group A				Group B				Total Hours	Less than 24 hour notice	
	7 am - 7 pm				7 am - 7 pm					Group A	Group B
2015	On-Site	VRI	Legal	CART, Tril. & D/B	On-Site	VRI	Legal	CART, Tril. & D/B			
Jan-15	2	11	4			1			18	4	
Feb-15		9	4						13	4	
Mar-15		6	8				4		18	8	4
Apr-15	6	5.5				1	4		16.5		4
May-15	2	15	6		2	0.5			25.5	4	
Jun-15	2	9.5	4				2		17.5	4	2
Jul-15	4	10	4		2	0.5	2		22.5	4	2
Aug-15	2	7	2.25			1	2		14.25	2.25	
Sep-15	3.5	13.5	4		2	0.5			23.5	2	
Oct-15	8	7.5	6			0.5	2		24	6	2
Nov-15		8.5							8.5		
Dec-15	6	8	12			1	2		29	12	
<b>Total</b>	<b>35.5</b>	<b>110.5</b>	<b>54.25</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>230.3</b>	<b>50.25</b>	<b>14</b>

Chart Key:

GROUP A represents the following counties: Pasco, Pinellas, Hillsborough, Sarasota, Manatee and Collier

GROUP B represents the following counties: Lee, DeSoto, Charlotte, Hendry and Glades

VRI = Video Remote Interpreting

Tril & D/B = Trilingual and Deaf/Blind

CART = Communication Access Realtime Translation

## FINANCIAL COST BID CONSIDERATIONS Continued

Prices currently being paid for Certified American Sign Language interpreter services:

ASL Interpreter Service		Monday - Friday	Saturday, Sunday & Holiday
7:00AM to 7:00PM	Group A	\$70.00/hr	\$75.00/hr
	Group B	\$75.00/hr	\$80.00/hr
7:00PM to 7:00AM	Group A	\$75.00/hr	\$80.00/hr
	Group B	\$80.00/hr	\$85.00/hr
Legal Assignment		Additional \$15.00 per hour	
Trilingual & Deaf/Blind		Additional \$10.00 per hour	
Video Remote Interpreting		\$75.00 up to the first 30 minutes	
		\$95.00 for 30 to 60 minutes	
		\$95.00 for every hour after the first 60 minutes	
Less than 24 hour advance notice (Groups A & B)		Add \$15.00 per hour	
If less than 24 hour cancellation notice		Full cost of scheduled time	
Communication Access Realtime Translation - Onsite (scheduled only)		\$130.00 per two (2) hour minimum	
Communication Access Realtime Translation - Remote (scheduled or on demand with 2 hour notice)		\$110.00 per hour	

**Travel is included in all prices above. There is no additional travel time, nor will “port to port” charges be reimbursed.**

### Other historical data:

No additional historical data is available including: per word, per line, average length, percentage relationships, weather relationships, etc.

**This area intentionally left blank.**

## APPENDIX VIII - MANDATORY REQUIREMENTS CHECKLIST

If any responses are “no”, the reply is disqualified from further evaluation.

### Mandatory Criteria Checklist

<b>Print Vendor’s Name (Agency):</b>	
<b>Print Name of Department Reviewer (Procurement Manager):</b>	
<b>Signature of Department Reviewer:</b>	<b>Date:</b>
<b>Type or Print Name of Department Witness:</b>	
<b>Signature of Department Witness:</b>	<b>Date:</b>

<p><b>1. Was the reply received by the date and time specified in the solicitation and at the specified address?</b></p> <p style="text-align: right;"><input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p>Comments:</p>	
<p><b>2. Does the reply include the following?</b></p> <p><b>a. Appendix II</b> - Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives).      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>b. Appendix III</b> - Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p>	
<p><b>3. Is the “Yes” box in the Master Certification (Appendix III) checked for each of the following?</b></p> <p><b>a. Appendix III a</b> - Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>b. Appendix III b</b> - Certification of Representations Per Section 9 of PUR 1001      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>c. Appendix III c</b> - Certification of Authority to Do Business in Florida      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>d. Appendix III d</b> - Statement of No Involvement      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>e. Appendix III e</b> - Conflict of Interest Statement (Non-Collusion)      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>f. Appendix III f</b> – Certification Regarding Subcontractors and Other Providers      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>g. Appendix III g</b> - Certification Regarding Lobbying      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>h. Appendix III h</b> - Certification Regarding Scrutinized Companies List      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>i. Appendix III i</b> - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for contracts/subcontracts      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>j. Appendix III j</b> - Certification Regarding Prior Contractual Obligations      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>k. Appendix III k</b> - Certification of Representations Per Sections 287.133 and 287.134, F.S.      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p> <p><b>l. Appendix III l</b> - Certification of a Drug Free Workplace      <input type="checkbox"/> (YES) = Pass      <input type="checkbox"/> (NO) = Fail</p>	
<p><b>4. Does the reply include proof of vendor registration in MyFloridaMarketPlace, Sections 5.2.3.4.?</b></p>	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
<p><b>5. Does the reply include proof of insurance as required by Section 5.2.3.6?</b></p>	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
<p><b>6. Does the reply include a response to each Section 5.2.4 through 5.2.8?</b></p>	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
<p><b>7. Has the Department Verified the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?</b></p> <p>Comments:</p>	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail



## Appendix IX - Evaluation Criteria

Name of Vendor Organization: \_\_\_\_\_  
 (Legal Name)

Department of Children and Families

Procurement Manager: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

### SECTION A - EVALUATION CRITERIA SUMMARY

Section	Criteria	Potential Score	Weight	Potential Weighted Value
<b>Narrative – Eligibility and Qualifications</b>				
5.2.4	Understanding Purpose & Proposed Solution	3	X 1	3
5.2.5	Organization Capacity	3	X 3	9
5.2.6	Quality Assurance and Confidentiality	3	X 3	9
5.2.7	Proposed Rate/Price Sheets	3	X 2	6
<b>Total Score</b>				
<b>TOTAL POSSIBLE SCORE</b>				<b>27</b>

## SECTION B: NARRATIVE EVALUATION CRITERIA

### 5.2.4 TAB 2: Understanding the Purpose and Proposed Solution

The Vendor shall provide a brief narrative that demonstrates an understanding of the need, purpose, scope, and goals of the interpreter services outlined in this ITN.

**5.2.4.1** Provide a brief narrative describing the need for and goals of a quality oriented responsive interpreter services and how the vendor will fulfill this need.

**5.2.4.2** Describe creative ways to deliver the interpreter services that ensures responsiveness and quality of the service.

**5.2.4.3** Describe organizational core values, mission statement and guiding principles and to what extent it is compatible or consistent with the goals of the services described in this ITN.

**5.2.4.4** Describe and support the assertion that the proposed approach is the best value to the state.

RATING		NOTES
<p>The <b>reply demonstrates:</b></p> <ul style="list-style-type: none"> <li>the vendor has an <b>excellent</b> understanding of the need for and goals of a quality oriented responsive interpreter service;</li> <li>an <b>excellent</b> and creative approach to the delivery of services that ensure responsiveness and quality services;</li> <li>the organization's core values, mission statement and guiding principles have <b>excellent</b> compatibility with the goals of this service;</li> <li>the approach to service delivery represents the best value and would be in the best interest of the state.</li> </ul>	3 Points	
<p>The reply demonstrates:</p> <ul style="list-style-type: none"> <li>the vendor has an <b>good</b> understanding of the need for and goals of a quality oriented responsive interpreter service;</li> <li>presents a <b>good</b> and creative approach to the delivery of services that ensure responsiveness and quality services;</li> <li>the organization's core values, mission statement and guiding principles have <b>good</b> compatible with the goals of this service;</li> <li>that their response to this criterion <b>reasonably</b> demonstrates they would be the best value and would be in the best interest of the state.</li> </ul>	2 Points	
<p>The reply demonstrates:</p> <ul style="list-style-type: none"> <li>the vendor has <b>fair</b> understanding of the need for and goals of a quality oriented responsive interpreter service;</li> <li>presents a <b>basic</b> approach to the delivery of services.</li> </ul>	1 Point	
<p>The reply did not include the required documentation or did not describe all required areas.</p>	0 Points	
<p><b>SCORE:</b> _____</p>		

**5.2.5 TAB 3: Organizational Capacity**

The Vendor’s reply shall describe and demonstrate it’s organizational capacity to fulfill the requirements associated with completing the agreement:

**5.2.5.1** Describe the organizational structure and the department responsible for delivery of interpreter services. Include the required minimum education/certification and expertise of staff providing the direct service. Position descriptions, actual resumes and/or curriculum vitae of incumbents may be submitted as examples.

**5.2.5.2** Describe background and past experiences that demonstrate at least three years prior experience and the ability to perform the tasks described in this ITN. Provide three references from customers who have been served by the vendor sometime during the past 3 years, other than the Department of Children and Families (Appendix V). References provided by each vendor may be contacted.

**5.2.5.3** Describe how the logistical challenges of conducting services in four (4) different circuits encompassing eleven (11) counties will be administered.

**5.2.5.4** Describe how communication with customers occurs during ongoing business and the vendor’s willingness to partner with and follow the direction of the Department.

RATING		NOTES
<ul style="list-style-type: none"> <li>The reply <b>fully describes</b> an organizational structure and capacity.</li> <li>The reply includes a description of background and <b>strong</b> past experiences that demonstrate the ability to perform tasks described in Section 3.2.6. <b>The overall structure maximizes resources, efficiency, and promotes flexibility to in response to customer needs.</b></li> <li>The reply <b>clearly outlines</b> the how the vendor will meet the logistical challenges of conducting services in four (4) different circuits encompassing the eleven (11) counties.</li> <li>The reply <b>demonstrates</b> a strong communication plan and willingness to partner with the Department.</li> </ul>	3 Points	
<ul style="list-style-type: none"> <li>The reply fully describes an organizational structure.</li> <li>The reply includes a description of background and past experiences that demonstrate the ability to perform tasks described in Section 3.2.6.</li> </ul>	2 Points	
<ul style="list-style-type: none"> <li>The reply <b>does not fully describe</b> the organizational structure and capacity.</li> <li>The reply submitted <b>does not clearly</b> describe a background and past experience to demonstrate the ability to perform the tasks described in Section 3.2.6.</li> <li>The reply <b>does not outline</b> how the vendor will meet the logistical challenges of conducting services in four (4) different circuits encompassing the eleven (11) counties.</li> </ul>	1 Point	
<p>The reply did not include the required documentation or did not describe the required areas.</p>	0 Points	
<p><b>SCORE:</b> _____</p>		

**5.2.6 TAB 4: Quality Assurance and Confidentiality/Security**

The Vendor’s reply shall describe and demonstrate its capability regarding the following:

**5.2.6.1** Describe the approach to continuous quality improvement and how the Vendor will ensure the provision of quality interpreter services delivered timely.

**5.2.6.2** Describe how feedback from the Department and clients will be solicited and be used to improve the services provided..

**5.2.6.3** Describe how the Vendor will ensure the confidentiality of sensitive customer/client information as it relates to interpreter services.

<b>RATING</b>		<b>NOTES</b>
The reply documents: <ul style="list-style-type: none"> <li>• an <b>excellent</b> agency QA program that ensures a timely service provision,</li> <li>• solicited feedback from the customer to inform improvement of service’ and</li> <li>• the vendor provides excellent practices to the protect confidential/sensitive information.</li> </ul>	3 Points	
The reply documents: <ul style="list-style-type: none"> <li>• a <b>good</b> agency QA program that ensures a timely service provision,</li> <li>• solicited feedback from the customer to inform improvement of service, and</li> <li>• the vendor provides good protection of confidential/sensitive information.</li> </ul>	2 Points	
The reply documents: <ul style="list-style-type: none"> <li>• a <b>fair</b> agency QA program that ensures a timely service provision,</li> <li>• solicited feedback from the customer to inform improvement of service,</li> <li>• and the vendor provides fair protection of confidential/sensitive information.</li> </ul>	1 Point	
The reply does not address all the required areas and/or describes an <b>unacceptable</b> QA program and/or process to ensure the confidentiality of confidential client information.	0 Points	
<p><b>SCORE:</b>_____</p>		

**5.2.7. TAB 5: Proposed Rate/Price Sheets (Appendix VI)**

5.2.7.1 The Vendor’s reply shall contain proposed agreement service prices for the initial five (5) year and one (1) month agreement period and the renewal period (Appendix VI), not to exceed \$34,000.00 annually. To assist respondents in calculating prices, historical service data for a 12 month period has been provided in Appendix VII, Financial Cost Bid Considerations.

5.2.7.2. The Vendor’s reply will include a written justification to support that the cost is and will remain competitive.

<b>RATING</b>		<b>NOTES</b>
The vendor’s reply demonstrates: <ul style="list-style-type: none"> <li>• The cost proposal included a <b>clear and convincing</b> assurance that costs will remain competitive, holding rate increases to five percent or less over the initial five year and one (1) month agreement; AND</li> <li>• The cost proposal represents the best value and would be in the best interest of the State.</li> </ul>	3 Points	
The vendor’s reply demonstrates: <ul style="list-style-type: none"> <li>• the cost proposal included <b>strong</b> assurance that costs will remain competitive, holding rate increases to a total of no more than seven percent over the initial five year and one month agreement; AND</li> <li>• The cost proposal represents the best value and would be in the best interest of the State.</li> </ul>	2 Points	
The vendor’s reply demonstrates: <ul style="list-style-type: none"> <li>• The cost proposal included <b>basic</b> assurance that costs will remain competitive, holding rate increases to a total of no more than eight percent over the initial five year and one month agreement;.</li> </ul>	1 Point	
Proposed pricing <b>does not provide the state of Florida with reasonable assurances the prices are reasonable.</b>	0 Points	
<b>SCORE: _____</b>		

## **APPENDIX X**

### **DIRECT ORDER INFORMATION SHEET**

#### **Standard Direct Orders**

The Department of Children and Families standard direct order, formerly called a Purchase Order, should be used for the acquisition of all “commodities” and “purchases” as defined in Section 287, Part I, F.S., and associated administrative rules of State Purchasing unless otherwise excluded by this operating procedure. The use of various clarifying attachments to accompany Direct Orders will be at the discretion of the purchasing staff. If used, however, they should be clearly referenced on the Direct Order. Final terms and conditions, as negotiated, will be documented through a Statement of Work, which will be considered part of the final agreement.

#### **Direct Order Description**

The standard Department of Children and Families Direct Order is the electronic Direct Order generated by MyFloridaMarketPlace (MFMP).

#### **Preparation of Direct Order**

Following the receipt and evaluation of an approved ARTS requisition, the purchasing director/agent will complete those actions that precede the preparation of a Direct Order. When required preliminary action has been completed, a Direct Order may be prepared. This is a legal document that, upon acceptance by the vendor, authorizes the purchase of and payment for the specified commodity and/or service, and constitutes a binding contract enforceable by law. The order must be carefully worded and accurately prepared to minimize errors and the possibility of misunderstanding.

#### **Direct Order Procedure**

Director Orders are entered and electronically signed and transmitted by the purchasing director/agent. Funds are automatically encumbered in FLAIR for the Department of Children and Families Direct Orders unless the purchasing agent overrides the automatic setting.

#### **Prompt Payment**

Vendors submitting a correct invoice, and not receiving payment within 40 days of submission of such invoice, as per Chapter 215.422(3)(b), F.S., is entitled to interest at a rate as established pursuant to s.55.03(1), F.S. on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the vendor.