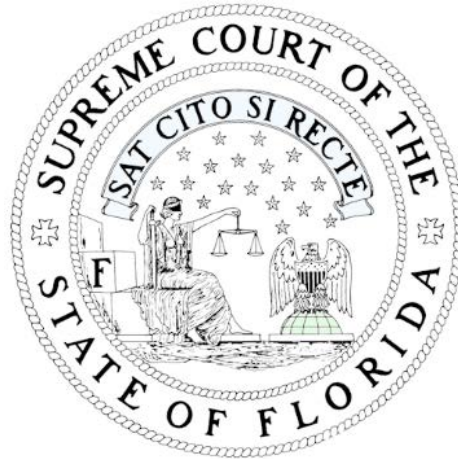


**SUPREME COURT OF FLORIDA  
OFFICE OF THE STATE COURTS ADMINISTRATOR**



**INVITATION TO NEGOTIATE**

**For**

***SPANISH LANGUAGE INTERPRETERS FOR THE  
NINETEENTH JUDICIAL CIRCUIT***

**Procurement No.: 2200-16/17-002**

**Released: May 26, 2017**

**Project Office**

Tom Genung,  
Trial Court Administrator  
Nineteenth Judicial Circuit Court  
Office of Court Administration  
250 N.W. Country Club Drive, Suite 217  
Ports St. Lucie, FL 34986  
(772)807-4370  
[email@curcuit19.org](mailto:email@curcuit19.org)

**Procurement Office**

Steven K. Updike, CPPB,  
General Services Administrator  
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General Services Unit  
500 S. Duval Street  
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## 1. DEFINITIONS

Authorized Person	A person authorized by the Court to be present, in addition to the noncustodial parent, during supervised contact.
BAFO	Best and Final Offer.
Best Value	The best overall value to the Court based on objective factors that include, but are not limited to, price, quality, design and workmanship. Synonymous with greatest overall value.
Business Day	Monday through Friday, except for holidays declared and observed by the court.
Chief Judge	The chief judge of a judicial circuit or his or her designee.
Circuit	The trial courts of in one or more contiguous counties overseen by a Chief Judge.
Court	In singular form: The judge in his/her official capacity; In plural form: the 19 <sup>th</sup> Judicial Circuit Court
Contract	The agreement which may result from this Invitation to Negotiate between the selected Vendor and the Court.
Contractor	The successful Vendor(s) who is/are awarded a contract in response to this ITN and which provides service(s) to the Circuit in accordance with the Contract. The term Contractor shall include an individual or "proprietor", a company, corporation (Inc.), licensed limited partnership (LLP), limited liability corporation (LLC) or a private association "PA" and all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
CR	Clarification Request.
DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services.
Governing Authority	A board or either body of individuals responsible for the development and operation of an independent program of the chief judge, in the case of a program operating under the auspices of the Court.
ITN	Invitation to Negotiate.
MFMP	MyFloridaMarketPlace – the State of Florida's online exchange for buyers and vendors, centralizing procurement activities and streamlining interactions between vendors and state government entities.
Minor Irregularities	Variations of terms and conditions from the Invitation to Negotiate which do not affect the price of the Reply or give the Vendor an advantage or benefit not enjoyed by the other Vendors or do not adversely impact the interests of the State.
OSCA	The Office of the State Courts Administrator
Proposal	The complete written response of the Proposer to the ITN, including properly completed forms, supporting documents and attachments.
Proposer	An entity that submits materials to the OSCA in accordance with these instructions, or other entity responding to this solicitation.

Provider	See "Contractor".
PDF	Portable Document Format.
Reply	A competitive, sealed proposal submitted in response to this ITN.
Responsible Vendor	A Vendor who has the capability, in all respects, to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.
Responsive Reply	A proposal/reply submitted by a responsible vendor that conforms in all material respects to the solicitation.
SSN	Social Security Number.
Subcontractor	Any person other than an employee of the Contractor who performs any of the services listed in this ITN for compensation.
VBS	Vendor Bid System is the State of Florida's internet-based system hosted by the DMS where solicitations for commodities and services and updates are posted. <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Vendor	Any firm, entity or person who may submit a proposal/reply to the Court in response to this ITN. A vendor who submits a "responsive" proposal and is deemed a "responsible" vendor is considered a "proposer". The entity identified as the vendor in the proposal/reply who is awarded a contract as a result of this ITN will be the "contractor".
Vendor ID	The identification number issued by the DFS upon completion and submission of the required forms and documentation to become a vendor authorized to do business with the State of Florida.

## 2. INTRODUCTION

### 2.1 PROCUREMENT OFFICER

Steven K. Updike, CPPB  
Office of the State Courts Administrator  
General Services Unit  
500 S. Duval Street  
Tallahassee, FL 32399-1900  
(850) 922-1184 Office  
[updikes@flcourts.org](mailto:updikes@flcourts.org)

### 2.2 PURPOSE OF PROCUREMENT

The Nineteenth Judicial Circuit Court, desires to enter into contractual agreements with qualified providers of Spanish Language Interpreter services for legal proceedings in Martin, Indian River, Okeechobee and St. Lucie counties.

The intent of this procurement is to award contracts to one or more responsible vendors whose meet the minimum requirements set forth in the Request for Qualifications section of this ITN with a final pricing plan that is advantageous to the Court.

## **2.3 RESTRICTION ON COMMUNICATIONS**

Vendors responding to this solicitation or person acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive, legislative or judicial branches of the State of Florida concerning any aspect of this solicitation, except to the procurement officer named above. Violation of this provision will result in the vendor's reply being rejected and the vendor disqualified from participating in this procurement.

## **2.4 PROCUREMENT APPROACH**

This ITN is released as a two part procurement with a "Request for Qualifications" to identify qualified and responsible vendors, followed by an "Invitation to Negotiate" (ITN) to discuss fees and rates, resulting in a request for a "Best and Final Offer" (BAFO) from the vendors who will provide the best value to the Court. The OSCA intends to negotiate with vendors who meet the minimum mandatory requirements identified in this document.

The Procurement Process is described in Section 3.

## **2.5 DESIRED VS. MANDATORY REQUIREMENTS AND ACTIONS**

Within this procurement document, the use of "shall" or "must" indicates a mandatory requirement or mandatory action. The OSCA will consider failure to meet the minimum mandatory requirements a material deficiency and will reject the reply and not consider it further.

The use of "should" or "may" indicates a desired requirement. The OSCA will not reject a reply just because it fails to meet a desired requirement.

## **2.6 VENDOR ADMONISHMENTS**

2.6.1 To submit a successful Reply, the Vendor must carefully follow all directions in this procurement document.

2.6.2 Vendors are responsible for monitoring the VBS website for new or updated information related to this procurement. The location of the VBS is described in Section 3.1.1

- 2.6.3 Vendors are strongly advised to carefully read the entire procurement document to fully understand the procurement process and requirements before writing and submitting a reply.
- 2.6.4 Vendors must follow the procurement process described in Section 3.
- 2.6.5 Vendors must perform all of the required activities described in Sections 8.3, 8.4 and 8.5.
- 2.6.6 Vendors must submit a reply that fully complies with the required organization, format, and contents specified in Section 8. A reply must be organized exactly as specified. All mandatory items must be addressed, if not, the reply will be rejected.
- 2.6.7 Vendors should review Section 7.6: Standard Contract Provisions and are strongly encouraged to thoroughly review the sample contract included as Attachment G to this procurement document. The OSCA will execute a contract similar to the sample provided and vendors will need to be familiar with the State Court System's contract terms and conditions.
- 2.6.8 Vendors should be further advised that many of the provisions of the sample contract are required to be included by Florida Statute, Judicial Directive or judicial case law opinions, therefore requested changes may have to be denied.
- 2.6.9 The OSCA will address any contract terms and condition concerns during the Negotiation process. Failure to agree to a final contract within twenty (20) business days from the date of the issuance of the notice of intent to award will result in the vendor being declared non-responsive post award and the award will be rescinded.
- 2.6.10 Confidential, proprietary, trade secret or other protected information submitted in vendor replies must be properly and clearly identified and labeled as specified in Section 5.11.

## 2.7 RESERVED RIGHTS

The OSCA reserves the right to:

- Amend this ITN.
- Waive minor irregularities in submitted Replies.
- Conduct a Reply Qualification Process as described in Section 3.1.8 to cure deficiencies.
- Request clarifications from Proposers.
- Reject any or all Replies received in response to this procurement, if the OSCA determines such action is in the best interests of the State or due to unavailability of funds.
- Request additional information to assess the Vendor's capabilities.
- Negotiate with one or more vendors, either sequentially or concurrently, or not negotiate at all.
- Request additional Best and Final Offer's (BAFO) if in the Court's best interest.
- Exercise all, or part, or none of the renewal options.
- Use any idea proposed unless otherwise protected by Florida Statute.

### **3. PROCUREMENT PROCESS, SCHEDULE AND CONSTRAINTS**

#### **3.1 PROCUREMENT PROCESS**

##### **3.1.1 Procurement Release**

This procurement is posted on the Vendor Bid System (VBS) web site: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu). To find the procurement or other related information, enter Agency "Office of State Courts Admin" and click on "initiate Search" at the bottom of the web page. If unable to download the document(s), contact the OSCA Procurement Officer identified in Section 2.1.

##### **3.1.1 Addenda**

- 3.1.1.1 The OSCA reserves the right to amend this document. All addenda will be in writing and will be posted electronically on the VBS web site referenced in Section 3.1.1. If unable to download an addendum, contact the Procurement Officer identified in Section 2.1 by email to receive a copy.
- 3.1.1.2 The Addendum Acknowledgement form that is included with each posting should be signed by an authorized company representative, dated, and returned with the Reply.
- 3.1.1.3 It is the responsibility of the Vendors to monitor the VBS web site, as additional notification may not be provided.

##### **3.1.2 Questions**

- 3.1.2.1 Questions relevant to this procurement are invited and must be submitted in written form (e-mailed or mailed) to the Procurement Officer. Questions must be received by the OSCA Procurement Officer on or before the date and time identified in the Procurement Schedule (Section 4). The Court recommends that vendors confirm receipt of questions submitted.
- 3.1.2.2 Questions and the Court's responses will be posted on the VBS web site in accordance with the Procurement Schedule. The written response posted on the web site is the ONLY official response. Responses that differ from the VBS posted written responses must be considered incorrect.
- 3.1.2.3. Public record requests submitted as part of the Question period will be answered as promptly as possible in the ordinary course of business, but may not be answered as part of the Question and Response process. Responses to public record requests may be furnished to the requesting Vendor only.
- 3.1.2.4. Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted may result in the Vendor's disqualification.
- 3.1.2.5. It is the responsibility of the Vendor to monitor the VBS web site, as no additional notification will be provided when responses to questions are posted.

### **3.1.3 Errors in Procurement Documents**

- 3.1.3.1 If a vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this document, the vendor shall immediately notify the OSCA in writing of the error. The OSCA will resolve major problems with an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VBS.
- 3.1.3.2 If the document contains an error known to the vendor or an error that reasonably should have been known, the vendor shall respond at its own risk. If the Vendor fails to notify the OSCA of the error prior to Reply submission and is awarded a Contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.1.4 Reply Submission**

- 3.1.4.1 Replies must be delivered and received by the OSCA General Services Office on or before the date and time specified in the Procurement Schedule, Section 3.2. The OSCA General Services Office is located at:

**The Office of the State Courts Administrator  
Supreme Court Building  
550 S. Duval Street  
Tallahassee, FL 32399-1900**

- 3.1.4.2 Vendors are cautioned that mailing Replies via the United States Postal Services (USPS) will cause packages to be routed to the Court's Mail Processing Center in an off-site facility and may cause delays in delivery. Vendors choosing to mail Replies via USPS must take this into consideration and allow sufficient time to ensure timely delivery. It is strongly encouraged that all Replies be either hand-delivered or sent overnight courier to ensure timely delivery.
- 3.1.4.3 Vendors choosing to hand deliver Replies must take into consideration that the above building is a secured facility. Vendors should allow sufficient time for obtaining admission through the security office, for multiple people may be attempting to enter at the same time.
- 3.1.4.4 Delivery means at the correct building on or before the required date and time. Replies delivered late or to the wrong location will be rejected.

### **3.1.5 Reply Withdrawal**

Replies submitted on or before the Reply due date may be withdrawn, amended or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Vendor at the Vendor's expense.



### **3.1.6 Reply Opening**

- 3.1.6.1 Replies will be publicly opened at the time and date specified in the Procurement Schedule (Section 4). The names of the responding Vendors will be read aloud. The name(s) of Vendors submitting Replies will be made available to interested parties at the Reply opening or upon written request to the Procurement Officer listed in Section 2.1.
- 3.1.6.2 The contents of Reply submissions are not public records subject to provisions of section 2.420, Florida Rules of Judicial Administration, until the OSCA posts a "Notice of Intended Agency Decision", therefore will not be available for immediate review by the public.

### **3.1.7 Material Requirements Compliance Review**

- 3.1.7.1 Each Vendor shall submit a Reply that conforms in all material respects to this solicitation. Material requirements of this ITN are those set forth as mandatory or those that affect the competitiveness of Replies. All Replies will be reviewed to determine if they are responsive.
- 3.1.7.2 The OSCA will conduct a Material Requirements Compliance Review of all Replies submitted in response to this ITN. This review does not assign scores, but is simply a pass/fail review. Replies that do not meet all material requirements of this ITN; fail to include any of the mandatory qualifications requirements in this ITN; fail to timely respond to Clarification Requests (see Section 3.1.10); fail to provide the required/requested information, documents, or materials in the Reply and/or during the Reply Qualification Process; or include language that is conditional, or takes exception to terms, conditions and requirements, shall be rejected as non-responsive and not considered further.
- 3.1.7.3 The OSCA reserves the right to determine whether a Reply meets the material requirements of the ITN.

### **3.1.8 Reply Qualification**

After the opening of Replies, the OSCA will review each Reply to determine a Vendor's compliance with the requirements of the ITN. Compliance with all mandatory requirements qualifies the Vendor's Reply to continue through the negotiation process. Certain deficiencies in the Reply items identified during this review process may be cured as part of the Reply Qualification process, at the discretion of the OSCA.

Failure of a Vendor to timely respond to follow-up requests from the OSCA may result in a determination of non-responsiveness and removal of the Vendor from further consideration.

### **3.1.9 Qualifications Evaluation**

The OSCA will evaluate the information submitted in the Qualifications Volume using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the ITN, herein referred to as the Evaluation Committee.

The Evaluation Committee will evaluate the qualification information in accordance with Section 8.4 Proposal Sections and Requirements.

### **3.1.10 Clarification Requests**

Throughout the solicitation process, the Court may issue Clarification Requests for information in Replies which may appear ambiguous or inconsistent. The following process will be used:

- 3.1.10.1. If the OSCA detects an ambiguity or inconsistency within a Reply, the Procurement Officer will issue a Clarification Request.
- 3.1.10.2. Proposers are cautioned the OSCA will not generate a Clarification Request for an omission, even of a mandatory topic or mandatory requirement. The OSCA will reject a Reply that omits a mandatory topic or requirement.
- 3.1.10.3. Clarification Requests will be provided in writing. Instructions on how and when to respond will be provided at the time the request is initiated.
- 3.1.10.4. Unless another timeframe is provided, within 24 hours of receipt of the Clarification Request, the Proposer shall send to the Procurement Officer or their designee (by e-mail) a written Clarification Request Response with a letter binding the company to the contents of the Clarification Request Responses and signed by an individual authorized to bind the company. The Proposer should confirm receipt. The OSCA will ignore any written material that does not respond directly to a Clarification Request.
- 3.1.10.5. The OSCA will use the written Clarification Request Responses to update the Proposer's Reply. An unresolved CR may result in an Evaluator deeming a Proposer's Reply non-responsive.
- 3.1.10.6. Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore Proposer may not submit information that does not respond directly to a Clarification Request in the written Clarification Request Responses. If a Proposer does submit new information that does not directly respond to the Clarification Request, the OSCA will not evaluate it.
- 3.1.10.7. Clarifications will not result in a material or substantive change to the Proposer's Reply.

### **3.1.11 Divergent Review**

- 3.1.11.1 At the conclusion of the Qualification Evaluation Phase, a divergent review may take place, at the discretion of the OSCA. A divergent review provides all evaluators with the opportunity to re-review any evaluation criteria given a "fail" determination from an evaluator when other evaluator's evaluation resulted in a "pass" determination for the same criteria.
- 3.1.11.2 Evaluators are only provided the opportunity to re-review divergent criteria; they are not required to, but may change any evaluation determination based on the review.
- 3.1.11.3 If after a divergent review, the evaluation of any criterion on a Proposer's Reply remains divergent, the Reply will be deemed non-responsive and the solicitation process will continue forward without delay.

### **3.1.12 Cost Data Volume Opening**

- 3.1.12.1 Upon completion of the Qualifications Evaluation, Volume Two: Cost Data will be publicly opened. The OSCA will publish the date and time via a Public Meeting Notice on the VBS. This meeting will be for the OSCA to open and read aloud the Vendor names and submitted Costs.
- 3.1.12.2 The Cost Data tabulation sheet will be made available to interested parties at the Cost Data opening or upon written request to the Procurement Officer listed in Section 2.1.
- 3.1.12.3 The contents of Reply submissions, including Cost Data Volumes are not public records until the Court posts a "Notice of Intended Agency Decision", and therefore will not be available for immediate review by the public.

### **3.1.13 Cost Data Volume Review**

The current rates of compensation for Spanglish language interpreters for the Eighteenth Circuit are between \$35 and \$45 per hour, depending on qualifications. The OSCA will rank vendors on experience and desired rate of compensation to determine which Vendors to negotiate with.

### **3.1.14 Negotiations**

- 3.1.14.1 The OSCA reserves the right to negotiate with one or more, all, or none of the Vendors submitting responsive Replies to the ITN. The OSCA further reserves the right not to eliminate any responsive Vendor from consideration during Negotiations, as determined to be in the best interest of the State.
- 3.1.14.2 The OSCA reserves the right to conduct negotiations sequentially or concurrently. If there are no issues requiring negotiation with a Vendor, the OSCA will not conduct a negotiation meeting.
- 3.1.14.3 Vendors must be prepared to negotiate their desired rate of compensation (between \$35 and \$45 per hour), based on their experience.

### **3.1.15 Notice of Agency Decision**

- 3.1.15.1 At the conclusion of Negotiations, the OSCA will post a Notice of Intended Agency Decision, as determined to be in the best interest of the State. The Notice will be posted on the VBS for seventy-two (72) hours.
- 3.1.15.2 Successful negotiations do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.
- 3.1.15.3 It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.
- 3.1.15.4 The OSCA reserves the right to reject any or all Replies received in response to the ITN, at its sole discretion, as determined to be in the best interest of the OSCA.

### 3.1.16 Protest and Protest Filing

Any bidder, offeror, or contractor who is adversely affected in connection with this solicitation or award of a contract and who wants to protest the decision or intended decision must file the following documents with the OSCA General Services Office, 500 S. Duval Street, Tallahassee, FL 32399-1900, and provide electronic copies to the Procurement Officer listed in Section 2.1.

**NOTICE:** *FAILURE TO FILE A PROTEST WITHIN THE TIME PERMITTED BY SECTION 6.10 OF THE STATE COURTS SYSTEM PURCHASING DIRECTIVES, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST.*

- 3.1.16.1 A Notice of Intent to Protest by e-mail to the Procurement Officer within seventy-two (72) hours (3 business days) after posting of the recommended award on the VBS. The seventy-two hour period excludes Saturdays, Sundays and legal holidays.
- 3.1.16.2 A formal written protest by petition within ten (10) calendar days after the date on which the Notice of Intent to Protest is filed.
- 3.1.16.3 A protest bond within ten (10) calendar days after the date on which the notice of Intent to Protest is filed.
- 3.1.16.4 **Failure to file a protest within the time prescribed or to post the bond or other security required by this ITN shall constitute a waiver of protest proceedings.**
- 3.1.16.5 Any person who files an action protesting a solicitation or award of a contract, shall post with the OSCA at the time of filing the formal written protest, a bond payable to OSCA in an amount of \$5,000. In lieu of a bond, the OSCA may accept a cashier's check or money order in the amount of the bond.
- 3.1.16.6 The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the tribunal in which the action is brought and in any subsequent appellate court proceeding.

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## 4. PROCUREMENT SCHEDULE

Below is the procurement schedule that represents OSCA's best estimate of the schedule that will be followed. If deviations from this schedule occur, the OSCA will publish an ITN addendum on the VBS. No liability to the OSCA will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are local time in Tallahassee, FL.

EVENT	DATE DUE	TIME DUE
Release of the Invitation to Negotiate	5/26/2017	3:00 PM
Questions/Inquiries - Vendor submits questions/inquiries, no later than	6/2/2017	3:00 PM
OSCA posts responses to questions/inquiries on the Vendor Bid System	6/6/2017	3:00 PM
Reply submissions DUE DATE and OPENING TIME	6/13/2017	3:00 PM
<p><b><i>The below sequence of events is being provided for informational purposes only. Date(s) and Time(s) for each will be provided closer to the actual event.</i></b></p> <p><b><i>The OSCA will publish any ITN addendum on the VBS and/or notify in writing via e-mail, all Vendors that submitted Replies, with the date and time and guidance/instructions, as applicable for each event.</i></b></p>		
OSCA begins providing Clarification Requests to Vendors as needed	6/13/2017	
Cost Opening	6/19/2017	3:00 PM
Begin conducting Negotiations	6/19/2017	
Sealed Best and Final Offers Due	6/26/2017	3:00 PM
Post Intent to Award on Vendor Bid System	6/27/2017	3:00 PM
Contracts Distributed to Vendors	6/27/2017	
Signed Contracts Due Back From Vendors	6/30/2017	
Contract Start Date	7/1/2017	

## 5. PROCUREMENT CONSTRAINTS

### 5.1 AMERICANS WITH DISABILITIES ACT (ADA)

Any person submitting a Reply for providing commodities or contractual services may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Reply documents or the attendance at any related meeting or Reply opening. If accommodations are needed because of a disability, please contact the OSCA Purchasing Office at (850) 921-1184 at least five (5) business prior to the event.

## **5.2 DIVERSITY**

The Office of State Courts Administrator is committed to supporting its diverse business industry and population through ensuring participation by minority, service-disabled veteran, and women-owned business enterprises in the economic life of the state. Small, minority, service-disabled veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation as a Vendor or subcontractor.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: <http://osd.dms.state.fl.us/>, or by calling the Office of Supplier Diversity at (850) 487-0915.

## **5.3 DISCRIMINATORY VENDOR LIST**

The Florida Department of Management Services is responsible for maintaining Discriminatory Vendor information on its website. An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity.

Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

## **5.4 CONVICTED VENDOR LIST**

The Florida Department of Management Services also maintains on its website a list of any Convicted Vendors. A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity.

Questions regarding the Convicted Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

## **5.5 SUSPENDED VENDOR LISTS**

The Florida Department of Management Services also maintains on its website a list of Suspended Vendors.

A person or affiliate who has been placed on the Suspended Vendor List for contractual default may be excluded from award of a contract unless the Vendor corrects its failure within the time frame provided by the agency, pays any additional cost incurred by the agency for re-procuring the services, or is legally excused by the agency from default.

Questions regarding the Suspended Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

## **5.6 REGISTRATION WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) – MYFLORIDAMARKETPLACE**

DMS has instituted MyFloridaMarketPlace (MFMP), a statewide e-Procurement System. All Vendors doing business with the State must be registered on MFMP. Vendors should have completed registration with DMS, State Purchasing prior to submitting a Reply and should submit evidence of their registration with their Reply in Volume 1, Section A.

The successful Vendor must have completed registration with FDMS State Purchasing prior to Contract execution.

Vendors may register online at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login;jsessionid=DB09DC6870C3B2112674413B366500FD.jvm2?execution=e1s1>

#### **5.7 MFMP TRANSACTION FEE**

The State Courts System will not be utilizing the MFMP system for contracts awarded pursuant to this ITN and will not be subject to the MFMP Transaction Fee.

#### **5.8 LICENSING BY DEPARTMENT OF STATE**

All Vendors must be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the Contract.

Vendors should submit documentation of registration or their application for registration in the Reply. in Volume One: Tab 28 of the Vendor's Reply.

#### **5.9 PUBLICITY**

Vendors shall not release any publicity relating to this procurement prior to award of a Contract, unless the Vendor receives written approval from the OSCA General Services Office. Violation of this restriction will result in Vendor disqualification. Furthermore, Vendors shall not release any publicity relating to the Contract, if awarded, without receiving written approval from the OSCA Procurement Officer.

#### **5.10 CONFLICTS OF INTEREST/NO PRIOR INVOLVEMENT**

Vendors, contractors, subcontractors and individuals that have assisted in preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the OSCA or the Court for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor and/or Contractor. No officer, agent, or employee of the State Courts System shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the OSCA or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

All Vendors submitting a Reply to this ITN and their subcontractors should complete and execute Attachment B: Notice of Conflict of Interest and Attachment C: Statement of No Involvement and return with their Reply submittal.

Documents submitted are to be included in Volume One: Section A of the Vendor's Reply.

#### **5.11 CONFIDENTIAL INFORMATION**

The OSCA takes its public records responsibilities very seriously.

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume One: Qualifications, that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

If a Vendor considers information in the documents submitted in response to this solicitation exempt from disclosure pursuant to rule 2.420, Florida Rules of Judicial

Administration, such information shall be clearly marked as "CONFIDENTIAL" or "TRADE SECRET" and shall cite the legal basis for the exemption. Information claimed as a trade secret must be specifically marked as such and must meet the definition of trade secret provided in s. 688.002(4), F.S., and s. 812.081, F.S. Failure to identify any information submitted as confidential shall constitute a waiver of any claimed exemption.

A Vendor that claims any information in the Reply is exempt from disclosure must provide a redacted copy of the Reply clearly marked "Redacted Copy."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

The OSCA will provide the redacted copy of the Reply in response to any public records request. If a requestor asserts a right to the redacted information, or the redacted information becomes subject to a demand for discovery or disclosure, the OSCA will give the Vendor prompt notice and the Vendor shall be responsible for defending its determination that the redacted portions of the documents are confidential or exempt from disclosure.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages. Designating materials as proprietary will not necessarily protect it from disclosure.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential and trade secret statements are included.

Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. The State of Florida does not consider cost to be confidential.

## **5.12 COPYRIGHTED MATERIAL**

Copyrighted material is not exempt from the Florida Public Records Laws.

Copyrighted material will be accepted as part of a Reply or a negotiation session only if accompanied by a waiver that will allow the OSCA to make paper and electronic copies necessary for the use of OSCA staff, agents and public record requests.

## **5.13 VENDOR EXPENSES**

All costs incurred by Vendors in preparing or submitting Replies and due to other procurement-related activities (including, but not limited to: site visits, presentations, conferences, reproduction, travel, evaluation of any Reply, etc.) shall be borne by the Vendor. The OSCA is not responsible for reimbursing Vendors for any expenses incurred prior to the award of a Contract.

## **5.14 REPLY DURATION**

Replies are to include a statement in the Transmittal Letter that Replies are binding until execution of a Contract with the successful Vendor.



## **6. STANDARD REPLY INFORMATION**

### **6.1 VENDOR CERTIFICATION**

By signature on the Attachment A: Contractual Services: Acknowledgement Form, Vendors certify that they comply with:

- 6.1.1 the laws of the State of Florida;
- 6.1.2 the applicable portion of the Federal Civil Rights Act of 1964;
- 6.1.3 the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 6.1.4 the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- 6.1.5 all terms and conditions set out in this ITN;
- 6.1.6 a condition that the Reply submitted was independently arrived at, without collusion;
- 6.1.7 the requirement that the Reply submission is binding until execution of a Contract with the successful Vendor;
- 6.1.8 the understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same materials, supplies or equipment and is in all respects fair;
- 6.1.9 certification that the person signing the Reply is authorized to sign for the Vendor and to bind the company; and
- 6.1.10 all requirements of the ITN, including but not limited to, certification requirement.

If any Vendor fails to comply with 6.1.1 through 6.1.10 of this section during the procurement or contract drafting phases, the OSCA reserves the right to declare the Vendor non-responsive and will disregard the Reply. If the failure or discovery of the failure occurs after the award, the OSCA reserves the right to declare the Contractor in default and may terminate the contract.

### **6.2 DISCLOSURE OF REPLIES**

All Replies become the property of the State Court System and will be a matter of public record subject to the provisions of Rule 2.420, Florida Rules of Judicial Administration. All Replies will be held in confidence during the evaluation process and prior to posting a Notice of Intended Agency Decision. The State Courts System shall have the right to use all ideas, contained in any Reply received in response to this ITN. Selection or rejection of the Reply will not affect this right.

Confidential information, including trade secrets contained in Replies will be handled in accordance with Sections 8.3 and 8.4.9 of this ITN.

### **6.3 AUTHORIZED SIGNATURE**

All Replies must be signed by an individual authorized to bind the Vendor to the provisions of the ITN.

### **6.4 WORK LOCATION**

The work will be performed within the boundaries of the Nineteenth Judicial Circuit Court of Florida, unless directed otherwise by the Court. The Vendor must have at least one work location within the Circuit where the work can be performed.

### **6.5 CONFIDENTIALITY OF INFORMATION**

The policy concerning safeguarding confidential information obtained from the Court and other sources is based upon legislative directive and federal policy.

## **6.6 SUBCONTRACTS**

Subcontractors, including leased employees are allowable under this Contract. Vendors should refer to Section 7.1 Contractor, for additional information regarding Contractor and subcontractor relationships.

The OSCA reserves the right at its sole discretion to approve or request substitution of subcontractor(s) initially proposed in a Vendor's Reply. Additionally, the Contractor must receive written approval from the OSCA prior to substituting one (1) subcontractor for another; approval is at the sole discretion of the OSCA.

Refer to Section 8 for Reply Submission requirements.

## **7. ADDITIONAL TERMS AND CONDITIONS**

### **7.1 CONTRACTOR**

The successful Vendor, in response to this ITN, that is awarded and executed the Contract will be considered the Contractor.

By signing the Contract the Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any subcontractors. **The Contractor will be the sole point of contact with the Court and the OSCA relative to Contract performance.**

### **7.2 CONTRACT APPROVAL AND TERM**

This ITN does not, by itself, obligate the State Courts System. The Court's obligation will commence on the Contract start date or the date of approved signatures by both parties, whichever is later (the "effective date"). The State Courts System will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the effective date.

The Contract shall be in effect from the effective date for a period of three (3) years, unless terminated earlier by the OSCA under the terms of the contract.

From the date of receiving the final Contract, the successful Vendor shall have ten (10) business days to execute and return the Contract. The OSCA reserves the right to withdraw the Contract and resume negotiations with other responsive Vendors after the tenth business day.

### **7.3 RENEWALS**

The OSCA reserves the right to renew any Contract resulting from this ITN on behalf of the Court. Renewals shall be subject to the terms and conditions set forth in the original Contract and subsequent amendments, and may be for a period that may not exceed three (3) years. The renewal may be divided into increments (e.g., three-one-year renewals), may be for a complete term (e.g., one renewal for three years or the original term of the contract), or a combination thereof (e.g., one one-year renewal followed by one two-year renewal). Renewals are contingent upon satisfactory performance evaluation by the Court, subject to the availability of state funds, and must be authorized by mutual agreement in writing, prior to Contract expiration.

### **7.4 ASSIGNMENT**

The Contractor may not assign any portion of the Contract resulting from this ITN or its rights, duties or obligations without prior written approval from the OSCA. The OSCA may assign the Contract to another governmental entity with prior written notice to the Contractor of its intent to do so. Permission to assign will not be unreasonably withheld by either Party.

## 7.5 LAWS AND PERMITS

The Contractor must comply with all local, county, state and federal laws, rules, regulations, procedures and codes whenever work is being performed under the Contract resulting from this ITN. All permits and licenses, required for the Contract, will be obtained by the Contractor and maintained for the duration of the Contract. The OSCA will not pay the cost of licenses or permits. Lack of knowledge of the law or applicable rules, regulations, procedures, or codes by the Contractor shall not constitute a cognizable defense against their effect.

NOTE: Vendors **must** submit additions, objections, or modifications on Volume 2 of their Reply submission. These will only be the only contract items considered with Vendors selected for Negotiations.

## 7.6 STANDARD CONTRACT PROVISIONS

- 7.6.1 A sample contract has been provided as Attachment G: State Courts System Standard Contract for Vendors' reference. The OSCA and the successful Vendor will be required to execute a contract similar to the one provided.
- 7.6.2 The OSCA anticipates addressing any Terms and Condition concerns during the Negotiation process and continue post award, as necessary. Vendors should scrutinize the sample contract provided as Attachment G and submit any suggested additions, deletions, objections, or modifications to this contract with Volume 2: Cost Proposal. Vendors selected for negotiations will be provided an opportunity to discuss only those additions, deletions, objections, or modifications to this contract that were submitted in Volume 2.
- 7.6.4 Vendors should be advised that many of the provisions of the sample contract are required by the federal and state laws, rules or judicial opinions; therefore requested changes may have to be denied.
- 7.6.5 The OSCA reserves the right to add, delete, or modify contract terms and conditions during negotiations.
- 7.6.6 The Contractor will be required to comply with the contract provisions agreed to in the final negotiated Contract.

NOTE: Vendors **must** submit additions, objections, or modifications on Volume 2 of their Reply submission. These will only be the only contract items considered with Vendors selected for Negotiations.

## 7.7 SEVERABILITY

If any provision of the Contract resulting from this ITN is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

## 7.8 CONTRACT FUNDING

The funding for this contract is from the general revenue funds provided to the State Courts System by the Florida Legislature. The Court will reimburse the Contractor on a "fixed-unit-price" basis, for services rendered, upon submission of a valid invoice with supporting documentation.

The Contractor will not seek or accept reimbursement from parties to the case or other individuals for costs of services provided under any Contract awarded under this ITN, even when reimbursement is eligible under any other contract or from any other source.

## **7.9 PROPOSED PAYMENT METHODOLOGY**

- 7.9.1 Compensation: This is a “qualified provider list” contract with a “fixed-unit-price” reimbursement method. The Vendor will be reimbursed an hourly rate, plus actual cost for other approved expenses, for services provided by the Vendor.
- 7.9.2 Fixed-Unit-Prices: All Vendors submitting a Reply to this ITN shall execute and submit Attachment E: Cost Response Form with the proposed rates for all services required by this ITN.

## **7.10 FINANCIAL CONSEQUENCES**

Pursuant to Florida Law, the contract(s) awarded under this ITN will contain Financial Consequences designed to ensure that tax dollars are spent on procuring quality goods and services, delivered in a timely and efficient manner. Financial Consequences are found with all appropriate requirements in Attachment A to this ITN.

## **7.11 INSURANCE REQUIREMENTS**

Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor shall maintain the following insurance, with the State Courts System named as an additional insured, which will provide funds, fees, and legal costs for any damage as a result of the Contractor’s services. By requiring such coverage the OSCA shall not be deemed to have waived State Courts System immunity from liability that it may otherwise have.

The OSCA shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor will provide updated copies of the certificate(s) of coverage to the OSCA within ten (10) business days after execution and annually thereafter.

### **7.11.1 Commercial General Liability**

The vendor will be accepting full responsibility for identifying the types of liability coverage to provide reasonable financial protections for the vendor and the customers to be served under the contract entered into as a result of this ITN. Given the nature of this contract, a minimum of \$1,000,000.00 of coverage will be required. The OSCA reserves the right to require additional coverage.

If automobile coverage is not included in the vendor’s general liability policy, it must be obtained separately.

### **7.11.2 Workers’ Compensation Insurance**

If the Contractor meets the definition found in §440.02(16)(a), Florida Statutes, all employees of the Contractor must be insured according to State of Florida or other applicable regulations and must be covered to the full extent under workers’ compensation.

Sole Proprietors are not required by Florida law to have worker’s compensation insurance for themselves. In the event worker’s compensation insurance is not required, the Vendor will be required to acknowledge they are accepting liability for all claims for on-the-job injuries sustained during the performance of this contract, including arrival and departure from the work site.

## **8. SCOPE OF WORK**

### **8.1 BACKGROUND**

The Florida Judicial Branch often interacts with individuals who have a primary language other than English. To ensure justice is accessible and fair to all who appear before a Florida Court, foreign language interpreters are provided to allow those who require assistance in translating communications between their native language and the English language to fully participate in the proceedings. The use of foreign language interpreters is overseen by the Chief Judge of a Circuit Court.

Through this ITN, the OSCA will enter into contracts with one or more qualified vendors (individuals and companies) within the target compensation range to provide Spanish Language Interpretation services for the Nineteenth Judicial Circuit Court of Florida, serving Indian River, Martin, Okeechobee and St. Lucie Counties.

### **8.2 OBJECTIVE**

The objective for this ITN is to identify and contract with responsive and responsible vendors (individuals and companies) to provide effective Spanish Language Interpretation services that will:

- 8.2.1. Ensure that justice is accessible to all, regardless of their primary language,
- 8.2.2. Ensure that justice is fair by allowing non-English speaking citizens to fully participate in the legal process,
- 8.2.3. Facilitate appropriate exchange of information to and from non-English speaking parties to a legal proceeding,

***The State Court System encourages local, sole proprietors/practitioners, minority-owned, veteran-owned, woman-owned, and small business enterprises to participate in this procurement. If assistance is needed for any of these entities to submit a response to this ITN, please contact the Procurement Officer listed in Section 2.1 of this document to obtain information and direction to resources that will help in submitting a response.***

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### 8.3. PROPOSAL STRUCTURE

Vendors must submit a plan to receive assignments and deliver Spanish language interpreting services to the Nineteenth Circuit Court. The requirements in this section will be evaluated on a pass/fail basis. All proposals that receive a “pass” for all requirements will move to the second phase of the procurement. Proposals that receive a “fail” for any requirement will be deemed “non-responsive” and will not be eligible to proceed in the procurement process.

The response must be in electronic format with separate sections that address all the requirements designated for the section. Submission of hard copies is optional. Vendors must use the section and requirements numbering sequence used in this ITN for their response. The “Mandatory Requirements Checklist”, Attachment F to this ITN must be submitted with the proposal. The checklist will provide the evaluators the exact location (section, item number, page and paragraph) where they can find the information they need to evaluate each requirement.

Proposals may be for one or more or all of the services required under this ITN. Vendors who are submitting proposals for some, but not all services, are cautioned to review their proposal carefully before submission to ensure that none of the response fields required for each specific translation service included on their proposal is blank on the checklist for any mandatory requirements. If a response field is blank, evaluators will not search through the entire proposal to find the information they need to evaluate each requirement, resulting in a “fail” designation for that requirement.

#### 8.3.1 Volume One Contents

Volume 1 will be submitted electronically in both PDF format and in unsecured, editable native formats, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files may be submitted via e-mail, CD, DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives.

Volume 1 files names must be in the following formats:

1. For Volume 1, Non-Redacted - OSCA-ITN-17-02-VOLUME 1NR-“Section Letter”-“Vendor Name”.
2. For Volume 1, Redacted - OSCA-ITN-17-02-VOLUME 1R-“Section Letter”-“Vendor Name”.

Volume 1 must contain the following sections:

3. Section A – Corporate Documentation
4. Section B – Proposed Staffing
5. Section C – Additional Personnel Requirements
6. Section D – Circuit Specific Requirements
7. Section E – Contractor Operational Policies and Procedures
8. Section F – Forms and Reports
9. Section G – Confidential Information Claims
10. Section H – Requirements Checklist

#### 8.3.2 Volume One: Qualifications, Non-redacted version

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume One: Qualifications, which will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, such information shall be clearly marked as "CONFIDENTIAL."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that all the applicable confidential, proprietary, and trade secret statements are included.

Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected.

### **8.3.3 Volume One: Qualifications, Redacted Version**

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, the Vendor must simultaneously provide the OSCA with a separate redacted copy of its Reply with its Reply submission. The redacted copy shall:

- 8.3.3.1 Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Reply that fails to properly justify each occurrence of protected information may be rejected.
- 8.3.3.2 Only exclude, obliterate, or redact those exact portions claimed confidential, proprietary, trade secret, or otherwise exempt.
- 8.3.3.3 The front page and each page of the redacted version must have "Redacted Version" in the footer of each page.

The Vendor shall be responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the OSCA and the Court for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Vendor fails to submit a Redacted Version with its Reply, the OSCA is authorized to produce all documents, data or records submitted by the Vendor in answer to a public records request for these records.

### **8.3.4 Volume Two: Contents**

Volume 2 must be submitted electronically in both PDF format and in unsecured, editable version of its native format, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files may be submitted via e-mail, CD,

DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives.

Volume 2 files names must be in the following formats:

For Volume 2, Non-Redacted - OSCA-ITN-1617-01-VOLUME 2NR-"Section Letter"- "Vendor Name".

Volume 2 must contain the following sections:

1. Section I – Cost Sheet
2. Section J – Issues with Standard Contract Terms and Conditions

NOTE: Only issues submitted in Section K will be considered during negotiations. Leaving the section blank will signify that the Vendor accepts all contract terms and conditions and will sign the contract "as-is".

The OSCA will consider all concerns with specific contract terms and conditions, however, may not grant the requested change. Failure to sign the final contract upon award will result in the Vendor being deemed "non-responsive". This will result in the award being rescinded and the Vendor will be disqualified from further participation in this procurement and any resulting contract.

#### **8.3.5 Cost Information, Non-redacted Version**

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume Two: Cost Information, that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

Vendors are cautioned not to include any proprietary information in Volume Two as no part of the Cost Information is not considered "confidential" or exempt from public disclosure after the awards are made.

The State of Florida does not consider Cost to be confidential, therefore no redacted version should be submitted.

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## 8.4. PROPOSAL SECTIONS AND REQUIREMENTS

### 8.4.1. SECTION A – CORPORATE DOCUMENTATION

In this section, Vendors will:

- 8.4.1.1. Provide a cover letter formally submitting the proposal and verifying that the proposal is valid until all contracts awarded by this ITN are signed. See Section 6.3.
- 8.4.1.2. Confirm they have read and agree to the procurement process as outlined in Sections 2 through 7 of this document. By submitting a proposal and confirming agreement, Vendors are waiving all rights to file a protest on the procurement process.
- 8.4.1.3. Confirm and demonstrate compliance with all state and federal laws. See Sections 6.0 and 7.5.
- 8.4.1.4. Confirm that no conflicts exist that might prevent the Vendor from submitting a proposal. See Section 5.10
- 8.4.1.5. Disclose all proposed sub-contractors and confirm that all requirements of this ITN will be imposed upon the sub-contractor. See Section 6.6
- 8.4.1.6. Provide a signature and evidence that the signatory is authorized to submit the proposal and bind the Vendor to a contract. See Section 6.3
- 8.4.1.7. Provide documentation to support the Vendors ability to provide administrative and fiscal support to the work required by this ITN. A description of the Vendors financial management systems, management structure, funding sources, details of any state or federal financial assistance that the Vendor has to fund the base program the services required by this ITN. The documentation must demonstrate that the Vendor has the ability to cover expenses for the program, including operations, administration and services, in the event the clients fail to pay.
- 8.4.1.8. Provide evidence that the submitted proposal meets the following requirements:

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
A-1	A cover letter on organization letterhead formally submitting the proposal and guaranteeing the proposal terms until all contracts awarded as a result of this ITN are executed. Certifying agreement with the procurement process and that no conflicts exist that would prevent the Vendor from entering into a contract awarded under this ITN. The letter must be signed by a person authorized to bind the organization to a contract. See 8.4.1.1, 8.4.1.2, 8.4.1.3, 8.4.1.4 and 8.4.1.6	See description for guidance.
A-2	Business Documentation: <ul style="list-style-type: none"> <li>• If incorporated (domestic or foreign): A copy of the annual report filed with the Florida Department of State, Division of Corporations last year and a copy of current business license.</li> </ul>	See description for guidance.

	<ul style="list-style-type: none"> <li>• If a sole practitioner operating under a name other than his/her own legal name: A copy of the Fictitious Name registration submitted to the Florida Department of State, Division of Corporations and a copy of current business license.</li> <li>• If a private individual operating under his/her legal name: A copy of current business license.</li> </ul>	
A-3	A copy of the confirmation of the filing of your organizations W9 or Substitute W9 from the Department of Financial Services.	<ul style="list-style-type: none"> <li>• W9 Submission Confirmation from DFS</li> <li>• Taxpayer ID Certificate from the IRS.</li> </ul>
A-4	A copy of the proof of insurance required in Section 7.11.	Insurance Policy DEC Sheet
A-5	Certification and evidence that your organization has policies in place to ensure compliance with the laws, statutes, codes and rules. .	Vendor's Policies and Procedures Manual
A-6	<p>A copy of the registration confirmation from the MyFloridaMarketPlace System.</p> <p><i>*NOTE: Registration through the MFMP Vendor Portal is required only to provide a single log-on for vendors to establish and maintain their own State of Florida Vendor Record. All state systems used in the purchasing and payment of goods and services are linked to the MFMP Vendor Portal and share the vendor records maintained there</i></p> <p><i>The Court will not be using MFMP to order or pay for services rendered under this contract and payments will not be subject to the 1% MFMP User Fee.</i></p>	MFMP System Registration Confirmation Form

**8.4.2.SECTION B – PROPOSED STAFFING**

In this section, vendors must submit documentation that each proposed candidate meets the requirements. This applies to paid staff, contract staff, temporary staff, volunteers and interns. Evidence must be verifiable and in the form of a document conferring a degree, certified transcripts, licenses, certifications, certificates of completion, resumes, letters of reference, referral letters, job descriptions or performance reviews.

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
B-1	<p><u>PROJECT DIRECTOR/ADMINISTRATOR:</u></p> <p>If a corporation: Submit documentation regarding the training and experience of the person responsible for the operation of the program, employment and supervision of the staff, and administration of program.</p> <p><i>This requirement not applicable to sole proprietors.</i></p>	<ul style="list-style-type: none"> <li>• Resume</li> <li>• CV</li> <li>• Letters from Employers</li> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual Staff Responsibilities section from Program Operational Plan.</li> </ul>
B-2	<p><u>SCHEDULER/COORDINATOR:</u></p> <p>If a corporation: Submit documentation regarding the training and experience of the person responsible for receiving assignments from the Court, scheduling a qualified interpreter, providing the necessary information regarding all proceedings and meetings the interpreter must attend.</p> <p><i>This requirement not applicable to sole proprietors.</i></p>	<ul style="list-style-type: none"> <li>• Resume</li> <li>• CV</li> <li>• Letters from Employers</li> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual Staff Responsibilities section from Program Operational Plan.</li> </ul>
B-3	<p><u>CERTIFIED INTERPRETER:</u></p> <p>Individuals who have met all the requirements of the Office of the State Courts Administrator for certification as an interpreter in the spoken Spanish language and has registered under the provisions of rule 14.200 and complies with subdivisions 14.200(a), (b)(1) through (b)(6), and (b)(8)</p>	<ul style="list-style-type: none"> <li>• Resume</li> <li>• CV</li> <li>• Registration confirmation letter from the Office of the State Courts Administrator</li> <li>• Certificate of certified status from the Office of the State Courts Administrator</li> </ul>
B-4	<p><u>PROVISIONALLY APPROVED INTERPRETER:</u></p> <p>Individuals not yet certified in the spoken Spanish language who is awaiting their final certification examination, has registered under the provisions of rule 14.200 and complies with subdivisions 14.200(a), (b)(1) through (b)(6), and (b)(8), and who has attained scores that meet or exceed the minimum required to pass each section of the oral examinations</p>	<ul style="list-style-type: none"> <li>• Resume</li> <li>• CV</li> <li>• Registration confirmation letter from the Office of the State Courts Administrator</li> <li>• Certificate of provisionally approved status from the Office of the State Courts Administrator</li> </ul>

### 8.4.3. SECTION C – ADDITIONAL PERSONNEL REQUIREMENTS

In this section, vendors must provide excerpts from their human resources policies and procedures that supports compliance with the listed requirements. Interpreters will:

REQUIREMENT ID	DESCRIPTION
C-1	Accurately and completely represent their registrations, official state-level interpreter designations, other certifications, training, and pertinent experience.
C-2	Maintain certification and registration status with the Office of the State Courts Administrator.
C-3	Provisionally approved interpreters must be actively working towards obtaining a certified status within two (2) years of receiving the provisional designation.
C-4	Renew their registration every two years.
C-5	Continually improve their skills and knowledge and advance the profession through activities such as professional training, continuing education, and interaction with colleagues and specialists in related fields to increase their knowledge of the languages they work in professionally, including past and current trends in technical, vernacular, and regional terminology as well as their application within court proceedings.
C-6	Complete 16 credits of continuing education through a Board approved program.
C-7	Complete at least 20 law-related professional assignments or fewer assignments totaling at least 40 work hours on law-related assignments.
C-8	Keep informed of all statutes, rules of courts, and policies of the judiciary that relate to the performance of their professional duties. An interpreter should seek to elevate the standards of the profession through participation in workshops, professional meetings, interaction with colleagues, coursework, and reading current literature in the field.
C-9	Conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible. Rule 14.350
C-10	Dress in a manner that is consistent with the dignity of the proceeding of the court.
C-11	Observe the established protocol, rules, procedures, and dress code when delivering interpreting services.
C-12	Act in a professional manner in keeping with the Code of Professional Conduct as set forth herein. Failure to adhere to the Code may lead to disciplinary action. Disciplinary action is at the discretion of the board. Rule 14.300
C-13	Make inquiries as to the nature of a case whenever possible before accepting an assignment to match their professional qualifications, skills, and experience to potential assignments so that they can satisfy assignments competently. If familiarity with the terminology requires extensive research, interpreters must inform the presiding officer.

REQUIREMENT ID	DESCRIPTION
C-14	Refrain from accepting a case if they feel the language and subject matter of that case are likely to exceed their skills or capacities.
C-15	Notify the presiding officer if unable to perform competently, due to lack of familiarity with terminology, preparation, or difficulty in understanding a witness or defendant.
C-16	Be impartial and unbiased and shall refrain from conduct that may give an appearance of bias.
C-17	Not disclose any real or perceived conflict of interest. Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest.
C-18	Avoid any conduct or behavior that presents the appearance of favoritism toward any of the parties.
C-19	Maintain professional relationships with their clients, and should not take an active part in any of the proceedings.
C-20	Not converse with parties, witnesses, jurors, attorneys, or with friends of relatives of any party, except in the discharge of their official functions.
C-21	Refrain from casual and personal conversation with anyone in the court that may convey an appearance of a special relationship or partiality to any of the court participants.
C-22	Maintain a professional detachment. Verbal and nonverbal displays of personal attitudes, prejudices, emotions, or opinions should be avoided at all times.
C-23	Notify the appropriate judicial authority and counsel if the interpreter becomes aware that a participant in the proceedings views the interpreter as having a bias or being biased.
C-24	Disclose any prior involvement to all parties and presiding officials, whether personal or professional, that could be reasonably construed as a conflict of interest. This disclosure should not include privileged or confidential information.
C-25	Disclose to the court and other parties when they have previously been retained for private employment by one of the parties in the case.
C-26	Not serve as both interpreter and attorney in the same matter, if also a licensed attorney.
C-27	Notify the presiding officer of any personal bias they may have involving any aspect of the proceeding.
C-28	Protect the confidentiality of all privileged and other confidential information.
C-29	Not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.
C-30	Refrain from repeating or disclosing information obtained by them in the course of their employment that may be relevant to the legal proceeding.
C-31	Immediately disclose to an appropriate authority within the judiciary who is not involved in the proceeding, and seek advice in regard to the potential conflict in professional responsibility, if the interpreter becomes aware of information that suggests imminent harm to someone or relates to a crime being committed during the course of the proceedings.
C-32	Never grant interviews to the media, make comments, or express personal opinions to any of the parties about any aspect of the case even after a verdict is rendered.
C-33	Limit themselves to interpreting or translating, and not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

REQUIREMENT ID	DESCRIPTION
C-34	Limit themselves to the activity of interpreting or translating and refrain from initiating communications while interpreting unless it is necessary for assuring an accurate and faithful interpretation.
C-35	Only convey legal advice from an attorney to a person while that attorney is giving it.
C-36	Not explain the purpose of forms, services, or otherwise act as counselors or advisors unless they are interpreting for someone who is acting in that official capacity. The interpreter may translate language on a form for a person who is filling out the form, but may not explain the form or its purpose for such a person.
C-37	Not personally perform official acts that are the official responsibility of other court officers, including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation counselors.
C-38	Assess their ability to deliver their services at all times. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority. Rule 14.370
C-39	Notify the appropriate judicial authority of any environmental or physical limitation that impedes or hinders their ability to deliver interpreting services adequately (for example, the court room is not quiet enough for the interpreter to hear or be heard by the non-English speaker, more than one person at a time is speaking, or principals or witnesses of the court are speaking at a rate of speed that is too rapid for the interpreter to adequately interpret).
C-40	Notify the presiding officer of the need to take periodic breaks to maintain mental and physical alertness and prevent interpreter fatigue.
C-41	Make inquiries as to the nature of a case whenever possible before accepting an assignment. This enables interpreters to match more closely their professional qualifications, skills, and experience to potential assignments and more accurately assess their ability to satisfy those assignments competently.
C-42	Report any effort to impede or influence their compliance with any law, any provision of this Code, or any other official policy governing court interpreting and legal translating to the proper judicial authority.
	Because the users of interpreting services frequently misunderstand the proper role of the interpreter, they may ask or expect the interpreter to perform duties or engage in activities that run counter to the provisions of this Code or other laws, regulations, or policies governing court interpreters. It is incumbent upon the interpreter to inform such persons of his or her professional obligations. If, having been apprised of their obligations, the person persists in demanding that the interpreter violate them, the interpreter should turn to a supervisory interpreter, the judge, or another official with jurisdiction over interpreter matters to resolve the situation.

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#### 8.4.4. SECTION D –TASKS AND PERFORMANCE STANDARDS FOR SPOKEN SPANISH LANGUAGE INTERPRETATION

In this section, vendors must provide information regarding the services to be performed that supports compliance with the listed requirements. Interpreters will:

REQUIREMENT ID	DESCRIPTION
D-1	Render a complete and accurate interpretation, including, but not limited to jury instructions and comments made by the defendants or other participants in the proceeding unless directed to the contrary by the court on the record or sight translation, without altering, omitting, summarizing, or adding anything to what is stated or written, and without explanation.
D-2	Ensure that the proceedings in English reflect precisely what was said by a non-English speaking person
D-3	Ensure the non-English speaking person on an equal footing with those who understand English
D-4	Conserve every element of information contained in a source language communication when it is rendered in the target language.
D-5	Apply their best skills and judgment to preserve faithfully the meaning of what is said in court, including the style or register of speech.
D-6	Verbatim, “word for word” or literal oral interpretations are not appropriate when they distort the meaning of the source language, but every spoken statement, even if it appears nonresponsive, obscene, rambling, or incoherent should be interpreted. This includes apparent misstatements and ambiguities.
D-7	Never interject their own words, phrases, or expressions. If the need arises to explain an interpreting problem (for example, a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court’s permission to provide an explanation.
D-8	Convey the emotional emphasis of the speaker without reenacting or mimicking the speaker’s emotions, or dramatic gestures.
D-9	Preserve accuracy includes the interpreter’s duty to correct any error of interpretation discovered by the interpreter during the proceeding.
D-10	When speaking in English, interpreters should speak at a rate and volume that enables them to be heard and understood throughout the courtroom, but the interpreter’s presence should otherwise be as unobtrusive as possible.
D-11	Ask the Court’s permission to initiate communication during a proceeding when necessary to seek assistance in performing their duties. Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently.
D-12	The practice of translating an audio recording in court should be discouraged at all times. In certain instances, the presiding officer will order the interpreter to translate in court an audio recording. In such case, the interpreter should do it, but should state on the record that he or she cannot certify the accuracy of the translation.

#### 8.4.5. SECTION E – TASKS AND PERFORMANCE REQUIREMENTS FOR SIGHT SPANISH LANGUAGE TRANSLATION

It is the intention of the OSCA to incorporate all requirements of the Supreme Court Administrative Order, dated 11/8/1999. In this section, vendors must provide information from their policies and procedures manuals demonstrating how the proposed program solution meets each requirement in the administrative order. Each item in the table below has a corresponding administrative order reference.

REQUIREMENT ID	DESCRIPTION
E-1	Render a complete and accurate translation of all printed or written materials in the proceeding as directed by the court on the record, without altering, omitting, summarizing, or adding anything to what is written, and without explanation.
E-2	Ensure that written documents in English reflect precisely what was written to a non-English speaking person
E-3	Ensure the non-English speaking person on an equal footing with those who understand English
E-4	Relay every element of written or printed information contained in a source language document when it is rendered in the target language.
E-5	Apply their best skills and judgment to preserve faithfully the meaning of what is written or printed in documents presented by the court.
E-6	Verbatim, "word for word" or literal translations are not appropriate when they distort the meaning of the source language, but every written or printed statement, even if it appears nonresponsive, obscene, rambling, or incoherent should be translated. This includes apparent misstatements and ambiguities.
E-7	Never interject their own words, phrases, or expressions. If the need arises to explain a translation problem (for example, a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court's permission to provide an explanation.
E-8	Preserve accuracy includes the interpreter's duty to correct any error of translation discovered by the interpreter during the proceeding.
E-9	When providing the translation out loud, interpreters should speak at a rate and volume that enables them to be heard and understood throughout the courtroom, but the interpreter's presence should otherwise be as unobtrusive as possible.

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**8.4.6. SECTION F – CIRCUIT SPECIFIC REQUIREMENTS**

In this section, vendors must provide evidence that their proposed solution to delivering the services required by this ITN meet the requirements listed. In addition to a narrative to explain how the solution meets the requirement, the Vendor must reference a section in the Program Operations, Policies and Procedures Manual.

The proposed program solution must:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
F-1	Provide a complete list of interpreters, certifications and case types each interpreter is qualified to work	Policies and Procedures Manual.
F-2	Provide a schedule availability, including days and hours each interpreter is available	Policies and Procedures Manual.
F-3	Provide a detailed description of the proposed process for receiving assignments from the Court and how the assignment is communicated to the interpreter.	Policies and Procedures Manual.
F-7	Provide a communications plan to ensure that staff are kept current on changes in policy, procedures, best-practices, actual case experiences and outcomes, and new issues in the identification and handling cases (emotional, physical, sexual), spousal abuse cases.	Policies and Procedures Manual.
F-8	Provide a plan for managing the development, modifications, review and approval, implementation and evaluation of the effectiveness of all services being rendered.	Policies and Procedures Manual.
F-9	Provide a plan to ensure on-going training necessary to advance the knowledge o and enhance the effectiveness of the interpreters providing service under this ITN, and to ensure continual compliance with minimum standards.	Policies and Procedures Manual.

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**8.4.7. SECTION G – CONTRACTOR OPERATIONS, POLICIES AND PROCEDURES**

In this section, the Vendor will provide copies of their proposed program operating documentation. The documentation will include:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
G-1	Provide the operating plan, organization chart, work break-down structure for the program, high-level overview of the delivery of services, quality assurance and administration overviews, financial plan and how this program fits with other programs operated by the vendor.	Policies and Procedures Manual.
G-2	Provide documentation of the proposed policies for the program and the process for generating and modifying policy.	Policies and Procedures Manual.
G-3	Provide documentation of the proposed procedures for the delivery of services under the program.	Policies and Procedures Manual.
G-4	Provide the procedure for recruiting, vetting, hiring and training interpreters including details of the background check process and what elements are included in the check.	Policies and Procedures Manual.
G-5	Provide the proposed fee/pricing structure, criteria to be used for invoicing for the services provided under this ITN.	Policies and Procedures Manual.

**8.4.8. SECTION H – FORMS AND REPORTS**

In this section, the Vendor will provide copies of the proposed forms and report templates to be used as part of the program files. The documentation will include:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
H-1	Provide copies of forms being proposed for use in the program.	<ul style="list-style-type: none"> <li>• Policies and Procedures Manual.</li> <li>• Copies of Forms</li> </ul>
H-2	Provide copies of reports templates being proposed for use in the program.	<ul style="list-style-type: none"> <li>• Policies and Procedures Manual.</li> <li>• Copies of Forms</li> </ul>

**8.4.9. SECTION I – CONFIDENTIAL INFORMATION CLAIMS**

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, this section is where the Vendor will include the justification to support the claim that such information should be treated as “CONFIDENTIAL.” The OSCA General Counsel will review the claims and justification submitted and will determine if such claim is valid and appropriate for the purposes of activities associated with this ITN. Claims deemed invalid will be rejected and the Vendor will have the opportunity to withdraw their proposal.

VENDORS WILL BE REQUIRED TO DEFEND THEIR CLAIMS IN THE EVENT OF A PUBLIC RECORDS REQUEST CHALLENGE.

**8.4.10. SECTION J – REQUIREMENTS CHECKLIST**

The Vendor must complete the Requirements Checklist, Attachment XX to this ITN and submit it in this section. Each mandatory requirement in this ITN is included in the checklist, along with the location in the ITN where the requirement can be found. Vendors must add the location in their proposal where evaluators can find your proposed solution to meeting the requirement. **CAUTION: EVALUATORS WILL NOT BE REQUIRED TO SEARCH THROUGH YOUR PROPOSAL TO FIND YOUR SOLUTION TO ANY REQUIREMENT. FAILURE TO COMPLETE THE CHECKLIST WILL RESULT IN THE PROPOSAL BEING DISQUALIFIED FROM FURTHER CONSIDERATION. LEAVING ANY ITEM ON THE CHECKLIST BLANK MAY RESULT IN A DISQUALIFICATION OF THE PROPOSAL AT THE DISCRETION OF THE OSCA, EVEN IF THE SOLUTION IS LOCATED.**

**8.4.11. SECTION K – COST SUMMARY SHEET**

The Vendor must submit a full listing of services to be provided under this program and the associated costs to the clients.

**8.4.12. SECTION L – CLIENTS AND SERVICES ESTIMATES**

The Vendor must submit an estimate of the number of clients and services can be provided by the Vendor, based on their current program obligations, income from other sources and estimated income from this program for the month and for the State Fiscal Year (SFY July 1 to June 30).

**8.5 QUALITY ASSURANCE AND MONITORING**

As required by State Law and State Court System directives, program operations and activities will be monitored by the Court to verify Vendor performance.

The Vendor shall provide the Court the necessary reports, documents, access to case files, facilities and staff as needed.

The Court will monitor operations, processes, systems and procedures for quality and compliance with contract requirements. A monitoring plan and schedule will be developed by the Court, with consultation with the Contractor within 90 days of the execution of a contract. Monitoring will include but not be limited to:

- 8.5.1 Level of proficiency in providing the required services.
- 8.5.2 Responsiveness and timeliness in providing customer service.
- 8.5.3 Responsiveness to Court inquiries.
- 8.5.4 Compliance with Confidentiality and Security Requirements.
- 8.5.5 Timeliness of submission of reports and documentation to the Court.
- 8.5.6 Information provided by stakeholders, clients and other interested parties.

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**NOTICE OF CONFLICT OF INTEREST**

For participating in the Invitation to Negotiate process, the undersigned corporate officer states as follows:

1. The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its political subdivisions (if additional space is needed provide on a separate page titled "Attachment A: Item 1 Continued"):

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- By checking this box, I certify there are no disclosures to make for this section.

2. The persons listed below are current State or political subdivision employees who own an interest of five percent (5%) or more in the company/entity name above (if additional space is needed provide on a separate page titled "Attachment A: Item 2 Continued"):

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- By checking this box, I certify there are no disclosures to make for this section.

The above information is true and correct to the best of my knowledge.

Authorized Representative (Type/Print) and Title:

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Signature:

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Date:

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**STATEMENT OF NO INVOLVEMENT**

I, as an authorized representative \_\_\_\_\_ certify that no member of this firm, nor any person having any interest in this firm, has been involved with the Office of the State Courts Administrator to assist in:

- 1. Developing this Invitation to Negotiate;
- 2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate;
- 3. The evaluation of Proposals for commodities or services contained in this Invitation to Negotiate;

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CORPORATE REFERENCES

Vendor Name: \_\_\_\_\_

The vendor shall provide three (3) customer references for projects similar in scope (current and prior) that the vendor has performed within the past five (5) years, including a brief project description. The OSCA reserves the right to use references obtained other than those the vendor provided.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date of Services Provided: \_\_\_\_\_

General Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*ATTENTION VENDOR: PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO  
SUBMIT ALL REQUIRED REFERENCES.**

**COST RESPONSE Form**

Please complete the form by adding your proposed fees for each service listed. The acceptable range for fees is \$35 to \$45 per hour, based on experience and qualifications. This data submitted by all interested vendors will be used to generate a matrix that will be used to qualify the Vendor for the negotiation phase and a possible award under this ITN. Vendors with fees that exceed or are far below the acceptable range will be given the opportunity to negotiate, at the sole discretion of the OSCA, based on the recommendation of the Evaluation Team members. All Vendors invited to negotiate will be given the opportunity to submit a "Best and Final" offer to adjust their prices to align with the median-range, if necessary.

In compliance with this Invitation to Negotiate for the Nineteenth Judicial Circuit Court Spanish Language Interpretation services, \_\_\_\_\_ proposes to charge the following fees for the services described in this ITN. In making this proposal, we acknowledge that we have read and understand this ITN and hereby submit our Proposal in accordance with the terms, conditions and specifications of this ITN.

<b>A Line #</b>	<b>B Service Title (Deliverable)</b>	<b>C Cost Per Service</b>
1	In Person Translation of the Spoken Word	
2	Translation of Audio/Video Translation (Verbal)	
3	Translation of Audio/Video Translation (Written)	
4	Translation of Written Materials (Spanish to English)	
5	Translation of Written Materials (English to Spanish)	
6	*	
7	*	

\*Vendor suggested optional service

Fee change percentage for renewal period #1	
Fee change percentage for renewal period #2	
Fee change percentage for renewal period #3	

**Signed by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_



REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
A-1	A cover letter on organization letterhead formally submitting the proposal and guaranteeing the proposal terms until all contracts awarded as a result of this ITN are executed. Certifying agreement with the procurement process and that no conflicts exist that would prevent the Vendor from entering into a contract awarded under this ITN. The letter must be signed by a person authorized to bind the organization to a contract. See 8.4.1.1, 8.4.1.2, 8.4.1.3, 8.4.1.4 and 8.4.1.6		
A-2	<p>Business Documentation:</p> <ul style="list-style-type: none"> <li>• If incorporated (domestic or foreign): A copy of the annual report filed with the Florida Department of State, Division of Corporations last year and a copy of current business license.</li> <li>• If a sole practitioner operating under a name other than his/her own legal name: A copy of the Fictitious Name registration submitted to the Florida Department of State, Division of Corporations and a copy of current business license.</li> <li>• If a private individual operating under his/her legal name: A copy of current business license.</li> </ul>		
A-3	A copy of the confirmation of the filing of your organizations W9 or Substitute W9 from the Department of Financial Services.		
A-4	A copy of the proof of insurance required in Sections 7.11.		
A-5	Certification and evidence of policies in place to ensure compliance with the laws, statutes, codes and rules. .		
A-6	<p>A copy of the registration confirmation from the MyFloridaMarketPlace System.</p> <p><i>*NOTE: Registration through the MFMP Vendor Portal is required only to provide a single log-on for vendors to establish and maintain their own State of Florida Vendor Record. All state systems used in the purchasing and payment of goods and services are linked to the MFMP Vendor Portal and share the vendor records maintained there The Court will not be using MFMP to order or pay for services</i></p>		

	<i>rendered under this contract and payments will not be subject to the 1% MFMP User Fee.</i>		
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Vendors MUST enter the location(s) in their response where our evaluators will find the details of how the proposed program solution meets each requirement. Any field not darkened must contain a location. If a location is not provided, Evaluators will not be required to search through a response to find the information needed and a "fail" determination may be given. A "fail" on any requirement will result in the vendor being disqualified from further consideration.

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
B-1	<p><b>PROJECT DIRECTOR/ADMINISTRATOR:</b> If a corporation: Submit documentation regarding the training and experience of the person responsible for the operation of the program, employment and supervision of the staff, and administration of program. This requirement not applicable to sole proprietors.</p>		
B-2	<p><b>SCHEDULER/COORDINATOR:</b> If a corporation: Submit documentation regarding the training and experience of the person responsible for receiving assignments from the Court, scheduling a qualified interpreter, providing the necessary information regarding all proceedings and meetings the interpreter must attend. This requirement not applicable to sole proprietors.</p>		
B-3	<p><b>CERTIFIED INTERPRETER</b> Individuals who have met all the requirements of the Office of the State Courts Administrator for certification as an interpreter in the spoken Spanish language and has registered under the provisions of rule 14.200 and complies with subdivisions 14.200(a), (b)(1) through (b)(6), and (b)(8)</p>		
B-4	<p><b>PROVISIONALLY APPROVED INTERPRETER</b> Individuals not yet certified in the spoken Spanish language who is awaiting their final certification examination, has registered under the provisions of rule 14.200 and complies with subdivisions 14.200(a), (b)(1) through (b)(6), and (b)(8), and who has attained scores that meet or exceed the minimum required to pass each section of the oral examinations</p>		
C-1	<p>Accurately and completely represent their registrations, official state-level interpreter designations, other certifications, training, and pertinent experience.</p>		
C-2	<p>Maintain certification and registration status with the Office of the State Courts Administrator.</p>		
C-3	<p>Provisionally approved interpreters must be actively working towards obtaining a certified status within two (2) years of receiving the provisional designation.</p>		
C-4	<p>Renew their registration every two years.</p>		
C-5	<p>Continually improve their skills and knowledge and advance the profession through activities such as professional training, continuing education, and interaction with colleagues and specialists in related fields to increase</p>		

	their knowledge of the languages they work in professionally, including past and current trends in technical, vernacular, and regional terminology as well as their application within court proceedings.		
C-6	Complete 16 credits of continuing education through a Board approved program.		
C-7	Complete at least 20 law-related professional assignments or fewer assignments totaling at least 40 work hours on law-related assignments.		
C-8	Keep informed of all statutes, rules of courts, and policies of the judiciary that relate to the performance of their professional duties. An interpreter should seek to elevate the standards of the profession through participation in workshops, professional meetings, interaction with colleagues, coursework, and reading current literature in the field.		
C-9	Conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible. Rule 14.350		
C-10	Dress in a manner that is consistent with the dignity of the proceeding of the court.		
C-11	Observe the established protocol, rules, procedures, and dress code when delivering interpreting services.		
C-12	Act in a professional manner in keeping with the Code of Professional Conduct as set forth herein. Failure to adhere to the Code may lead to disciplinary action. Disciplinary action is at the discretion of the board. Rule 14.300		
C-13	Make inquiries as to the nature of a case whenever possible before accepting an assignment to match their professional qualifications, skills, and experience to potential assignments so that they can satisfy assignments competently. If familiarity with the terminology requires extensive research, interpreters must inform the presiding officer.		
C-14	Refrain from accepting a case if they feel the language and subject matter of that case are likely to exceed their skills or capacities.		
C-15	Notify the presiding officer if unable to perform competently, due to lack of familiarity with terminology, preparation, or difficulty in understanding a witness or defendant.		

C-16	Be impartial and unbiased and shall refrain from conduct that may give an appearance of bias.		
C-17	Not disclose any real or perceived conflict of interest. Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest.		
C-18	Avoid any conduct or behavior that presents the appearance of favoritism toward any of the parties.		
C-19	Maintain professional relationships with their clients, and should not take an active part in any of the proceedings.		
C-20	Not converse with parties, witnesses, jurors, attorneys, or with friends or relatives of any party, except in the discharge of their official functions.		
C-21	Refrain from casual and personal conversation with anyone in the court that may convey an appearance of a special relationship or partiality to any of the court participants.		
C-22	Maintain a professional detachment. Verbal and nonverbal displays of personal attitudes, prejudices, emotions, or opinions should be avoided at all times.		
C-23	Notify the appropriate judicial authority and counsel if the interpreter becomes aware that a participant in the proceedings views the interpreter as having a bias or being biased.		
C-24	Disclose any prior involvement to all parties and presiding officials, whether personal or professional, that could be reasonably construed as a conflict of interest. This disclosure should not include privileged or confidential information.		
C-25	Disclose to the court and other parties when they have previously been retained for private employment by one of the parties in the case.		
C-26	Not serve as both interpreter and attorney in the same matter, if also a licensed attorney.		
C-27	Notify the presiding officer of any personal bias they may have involving any aspect of the proceeding.		

C-28	Protect the confidentiality of all privileged and other confidential information.		
C-29	Not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.		
C-30	Refrain from repeating or disclosing information obtained by them in the course of their employment that may be relevant to the legal proceeding.		
C-31	Immediately disclose to an appropriate authority within the judiciary who is not involved in the proceeding, and seek advice in regard to the potential conflict in professional responsibility, if the interpreter becomes aware of information that suggests imminent harm to someone or relates to a crime being committed during the course of the proceedings.		
C-32	Never grant interviews to the media, make comments, or express personal opinions to any of the parties about any aspect of the case even after a verdict is rendered.		
C-33	Limit themselves to interpreting or translating, and not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.		
C-34	Limit themselves to the activity of interpreting or translating and refrain from initiating communications while interpreting unless it is necessary for assuring an accurate and faithful interpretation.		
C-35	Only convey legal advice from an attorney to a person while that attorney is giving it.		
C-36	Not explain the purpose of forms, services, or otherwise act as counselors or advisors unless they are interpreting for someone who is acting in that official capacity. The interpreter may translate language on a form for a person who is filling out the form, but may not explain		

	the form or its purpose for such a person.		
C-37	Not personally perform official acts that are the official responsibility of other court officers, including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation counselors.		
C-38	Assess their ability to deliver their services at all times. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority. Rule 14.370		
C-39	Notify the appropriate judicial authority of any environmental or physical limitation that impedes or hinders their ability to deliver interpreting services adequately (for example, the court room is not quiet enough for the interpreter to hear or be heard by the non-English speaker, more than one person at a time is speaking, or principals or witnesses of the court are speaking at a rate of speed that is too rapid for the interpreter to adequately interpret).		
C-40	Notify the presiding officer of the need to take periodic breaks to maintain mental and physical alertness and prevent interpreter fatigue.		
C-41	Make inquiries as to the nature of a case whenever possible before accepting an assignment. This enables interpreters to match more closely their professional qualifications, skills, and experience to potential assignments and more accurately assess their ability to satisfy those assignments competently.		
C-42	Report any effort to impede or influence their compliance with any law, any provision of this Code, or any other official policy governing court interpreting and legal translating to the proper judicial authority.		
C-43	Because the users of interpreting services frequently misunderstand the proper role of the interpreter, they may ask or expect the interpreter to perform duties or engage in activities that run counter		

	to the provisions of this Code or other laws, regulations, or policies governing court interpreters. It is incumbent upon the interpreter to inform such persons of his or her professional obligations. If, having been apprised of their obligations, the person persists in demanding that the interpreter violate them, the interpreter should turn to a supervisory interpreter, the judge, or another official with jurisdiction over interpreter matters to resolve the situation.		
D-1	Render a complete and accurate interpretation, including, but not limited to jury instructions and comments made by the defendants or other participants in the proceeding unless directed to the contrary by the court on the record or sight translation, without altering, omitting, summarizing, or adding anything to what is stated or written, and without explanation.		
D-2	Ensure that the proceedings in English reflect precisely what was said by a non-English speaking person		
D-3	Ensure the non-English speaking person on an equal footing with those who understand English		
D-4	Conserve every element of information contained in a source language communication when it is rendered in the target language.		
D-5	Apply their best skills and judgment to preserve faithfully the meaning of what is said in court, including the style or register of speech.		
D-6	Verbatim, "word for word" or literal oral interpretations are not appropriate when they distort the meaning of the source language, but every spoken statement, even if it appears nonresponsive, obscene, rambling, or incoherent should be interpreted. This includes apparent misstatements and ambiguities.		
D-7	Never interject their own words, phrases, or expressions. If the need arises to explain an interpreting problem (for example, a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court's		



	permission to provide an explanation.		
D-8	Convey the emotional emphasis of the speaker without reenacting or mimicking the speaker's emotions, or dramatic gestures.		
D-9	Preserve accuracy includes the interpreter's duty to correct any error of interpretation discovered by the interpreter during the proceeding.		
D-10	When speaking in English, interpreters should speak at a rate and volume that enables them to be heard and understood throughout the courtroom, but the interpreter's presence should otherwise be as unobtrusive as possible.		
D-11	Ask the Court's permission to initiate communication during a proceeding when necessary to seek assistance in performing their duties. Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently.		
D-12	The practice of translating an audio recording in court should be discouraged at all times. In certain instances, the presiding officer will order the interpreter to translate in court an audio recording. In such case, the interpreter should do it, but should state on the record that he or she cannot certify the accuracy of the translation.		
E-1	Render a complete and accurate translation of all printed or written materials in the proceeding as directed by the court on the record, without altering, omitting, summarizing, or adding anything to what is written, and without explanation.		
E-2	Ensure that written documents in English reflect precisely what was written to a non-English speaking person		
E-3	Ensure the non-English speaking person on an equal footing with those who understand English		

E-4	Relay every element of written or printed information contained in a source language document when it is rendered in the target language.		
E-5	Apply their best skills and judgment to preserve faithfully the meaning of what is written or printed in documents presented by the court.		
E-6	Verbatim, "word for word" or literal translations are not appropriate when they distort the meaning of the source language, but every written or printed statement, even if it appears nonresponsive, obscene, rambling, or incoherent should be translated. This includes apparent misstatements and ambiguities.		
E-7	Never interject their own words, phrases, or expressions. If the need arises to explain a translation problem (for example, a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court's permission to provide an explanation.		
E-8	Preserve accuracy includes the interpreter's duty to correct any error of translation discovered by the interpreter during the proceeding.		
E-9	When providing the translation out loud, interpreters should speak at a rate and volume that enables them to be heard and understood throughout the courtroom, but the interpreter's presence should otherwise be as unobtrusive as possible.		
F-1	Provide a complete list of interpreters, certifications and case types each interpreter is qualified to work		
F-2	Provide a schedule availability, including days and hours each interpreter is available		
F-3	Provide a detailed description of the proposed process for receiving assignments from the Court and how the assignment is communicated to the interpreter.		
F-4	Provide a communications plan to ensure that staff are kept current on changes in policy, procedures, best-practices, actual case experiences and outcomes, and new issues in the identification and		

	handling cases (emotional, physical, sexual), spousal abuse cases.		
F-5	Provide a plan for managing the development, modifications, review and approval, implementation and evaluation of the effectiveness of all services being rendered.		
F-6	Provide a plan to ensure on-going training necessary to advance the knowledge o and enhance the effectiveness of the interpreters providing service under this ITN, and to ensure continual compliance with minimum standards.		
G-1	Provide the operating plan, organization chart, work break-down structure for the program, high-level overview of the delivery of services, quality assurance and administration overviews, financial plan and how this program fits with other programs operated by the vendor.		
G-2	Provide documentation of the proposed policies for the program and the process for generating and modifying policy.		
G-3	Provide documentation of the proposed procedures for the delivery of services under the program.		
G-4	Provide the procedure for recruiting, vetting, hiring and training interpreters including details of the background check process and what elements are included in the check.		
G-5	Provide the proposed fee/pricing structure, criteria to be used for invoicing for the services provided under this ITN.		
H-1	Provide copies of forms being proposed for use in the program.		
H-2	Provide copies of reports templates being proposed for use in the program.		

**FLORIDA STATE COURTS SYSTEM  
JUDICIAL CIRCUIT COURT**

**THIS CONTRACT** is entered into between the \_\_\_\_\_ Judicial Circuit Court, hereinafter referred to as the "Court," and, hereinafter referred to as the "Contractor" is to secure court reporting services for Court proceedings.

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That the agreement document consists of all attached documents, and that the order of precedence is established in Section III(H):

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be \_\_\_\_\_ County, Florida.

**C. Invoicing and Travel**

1. To submit invoices in sufficient detail for a proper pre-audit and post-audit. Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any deliverable under the Contract.
2. If travel expenses are included in Attachment A, to submit bills for any travel expenses in accordance with Attachment A, Part XX, Section XXX and may not exceed the rates applicable to State of Florida employees found in §112.061, F.S., or at such lower rates specified in this contract.
3. To submit all invoices to the following address:

**D. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided under this agreement in accordance with Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to Court, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after completion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the agreement the records may be destroyed with the prior written approval of the Court's Grant Manager.
3. Upon demand and at no additional cost to Court, the Contractor will facilitate the duplication and transfer of any records or documents in an electronic format during the required retention period. If hard copies are required the Court will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of Judicial Administration, made or received by the Recipient in conjunction with this agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this agreement for which OSCA may unilaterally terminate the agreement.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by OSCA.
3. To permit persons duly authorized by OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to OSCA as specified in Attachment E, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

**F. Indemnification and Liability**

1. To be liable for and indemnify, defend, and hold the Court and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Court by certified mail, return receipt requested, by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Court. The Court's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Court.
3. For all claims by the Court against the Contractor, regardless of where the claim is filed, the Contractor's liability for direct damages will be the annual amount of fees charged under this contract or, if provided, the total value of this contract stated in Part II, A of this contract, whichever is greater.
4. The Court will not be liable for lost profits, lost revenues or lost institutional operating savings.

**G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Recipient and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the Recipient shall furnish to the Grant Manager written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. OSCA reserves the right to require additional insurance as may be specified in this contract.

**H. Safeguarding Confidential Information**

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems information systems of other agencies, and from any other person regarding a client and client's family members regardless of where the information is maintained. Recipient acknowledges that the following managerial, operational and technical security controls are in place before and during Recipient or sub-recipient staff access confidential information. subcontractor staff access Court information sources.

1. Contractor shall restrict access to confidential information obtained under this contract to staff authorized to perform their official duties under this contract. Access and use of information is authorized only for the purposes described in this contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Contract Manager.
2. All contract terms relating to confidential information and data security apply to the contractor, the contractor's employees, agents, subcontractors and any other person who performs work under the contract or subcontract.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Court's Contract Manager, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor

further agrees that the Court shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Court against such claims.

3. That Court shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the Court approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Court.

**J. Return of Funds**

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Court. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment within thirty (30) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Contractor by letter of such findings. Should repayment not be made within forty-five (45) calendar days of the notification by the Court, the Contractor will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Contractor discovery.

**K. Non-discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Contractor shall not discriminate against any employee in the performance of this Contract, against any applicant for employment, any program participant or participant's non-offending family members because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all sub-contractors, or others with whom it arranges to provide services or benefits to participants, participant's family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

**L. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the Contractor. The Court shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation may be cause for unilateral cancellation of this contract.

If federal grant funds are used for this contract, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**M. Independent Capacity of the Contractor**

1. To act in the capacity of an independent Contractor and not as an officer, employee of the Court. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court to any contract unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.
4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Court in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

**N. Sponsorship**

THIS SECTION INTENTIONALLY DELETED.

**O. Publicity**

The contractor will not use the Court's name or seal in advertising, publicity or any other promotional endeavor without prior written consent from the Court's Contract Manager in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the Court or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**P. Final Invoice**

To submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after the Contract expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Court will not honor any

requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Court.

**Q. Lobbying**

To comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which limit the expenditure of grant funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**R. Patents, Copyrights, Royalties and Rights to Products**

1. All documents, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, produced under this contract are the property of the Court.
2. If the Contractor intends to make use of copyrighted or patented material or unpatented invention, process, or article, the Contractor shall obtain written permission for reproduction and use of such material and provide such permission to the Court.
3. The contractor shall indemnify, save and hold the Court and its employees harmless from any liability whatsoever, including costs and expenses, arising out of the use of any copyrighted or patented material used by the Contractor in the performance of this contract.
4. That the OSCA will provide prompt written notification to the Recipient of any claim of copyright or patent infringement as provided in §286.021, F.S. Further, if such claim is made or is pending, the Recipient may, at its option and expense, procure for the OSCA, the right to continue use of, replace, or modify the article to render it non-infringing. If the Recipient uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this 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 this Agreement.
5. That if activities supported by this Agreement produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Court has the right to use, duplicate and disclose such materials, if not part of a confidential record, in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Court do so.

**T. Criminal History Records Checks**

1. That the Court requires criminal history records checks on any Contractor staff, employees or subcontractor staff that has access to confidential information resources or facilities operated in whole or in part, with funding from this Agreement unless formally waived in writing by the Court's contract manager. The cost of performing the criminal history records checks is the responsibility of the Contractor.
2. The criminal history records check must be completed within 30 calendar days after the start of employment. If the Contractor adds additional employees during the term of the Agreement, the names of those employee's, or subcontractor employees must be provided to the Contract Manager within 7 days of beginning work. The Contractor shall resubmit updated Criminal History Records Checks every five (5) years from the prior criminal history records check as long as the Agreement is in force.
3. Criminal history records checks must be conducted through the state crime bureau in each state where the employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records checks for employees that reveal evidence of a crime and that the Recipient or sub-recipient intend to retain must be provided to the OSCA Contract Manager for review. If the crimes are unacceptable, as determined by the OSCA, the Recipient agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.
4. During the term of the Agreement, the Recipient shall report in writing to the Grant Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Recipient's staff, employee sub-recipient, or subcontractor assigned to this Agreement within one (1) business day of Recipient's knowledge. The notice shall include the Recipient's name, the staff member's name, and the location and nature of the alleged violation. OSCA reserves the right to immediately suspend or terminate the staff members work on this under Agreement. The Recipient shall notify OSCA within ten (10) calendar days of case disposition.

**U. Access to Court Information Resources and Facilities**

THIS SECTION INTENTIONALLY OMITTED

**II. THE COURT AGREES:**

**A. Contract Amount**

**ATTACHMENT G  
SAMPLE CONTRACT**

**Contract Number** \_\_\_\_\_

This is a Qualified Provider Listing contract only. The Court will not pay for contracted commodities, services or deliverables rendered under this contract.

**B. Contract Payment**

That pursuant to section 215.422, F.S., the Court has five (5) working days to inspect and approve goods and services.

**C. Invoice Inquiries**

THIS SECTION INTENTIONALLY OMITTED

**D. Vendor Ombudsman**

THIS SECTION INTENTIONALLY OMITTED

**III. THE CONTRACTOR AND COURT MUTUALLY AGREE:**

**A. Effective and Ending Dates**

This contract shall begin on \_\_\_\_\_, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on \_\_\_\_\_.

**B. Contract Renewal**

The Court, at its sole option, may renew the contract for a period(s) not to exceed three (3) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall provide for funding of the renewal period at the same rates as set forth in the original contract. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract.

**C. Suspension of Work**

The Court may, in its sole discretion, suspend any or all activities under this contract, at any time, when it is in the best interest of the Court to do so. The Court will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and must not accept any additional work. Suspension of work will not entitle the Contractor to any additional compensation except for work already performed.

Within ninety (90) calendar days or any other period agreed to by the parties, the Court will either issue a notice to resume work or will terminate the contract.

**D. Force Majeure and Delays**

1. The Contractor and the Court will not be responsible for delays resulting from circumstances outside of their control and circumstances that could not have been reasonably foreseen and prevented. Such causes include, but are not limited to: acts of God; natural disaster; civil disorders; threat of terrorist attacks; curtailment of transportation facilities; evacuation orders of the local area issued by either federal, state or local authorities; a declared state of emergency issued by the Governor of Florida; or any other emergency which may pose a danger to the health, safety or well-being of those engaged in activities of this contract.
2. In case of any delay the Contractor believes is excusable, the Contractor must notify the Contract Manager in writing of the delay or potential delay and describe the cause of the delay within three (3) calendar days after the cause that first arose.
3. The sole remedy for excusable delays is an extension of time equal to the length of the delay. The Contractor will not be entitled to an increase in the contract cost from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
4. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, except for instances where the Court has instructed the Contractor to accelerate the delivery of goods or services and there is a documented increase in cost to achieve early delivery.

**E. Termination**

1. **Termination at Will:** The Court may terminate this contract without cause upon a ten (10) calendar-day notice in writing to the other party, unless both parties agree to a shorter time.
2. **Termination Due to Lack of Funds:** In the event funding for this contract become unavailable, the Court may terminate the contract upon no less than a twenty-four (24) hour notice in writing to the contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. **Termination for Breach-Non-performance:** The Court may terminate this contract for the Contractor's non-performance upon no less than a twenty-four (24) hour notice in writing to the contractor. Waiver of breach of any provision of this



contract is not a waiver of any other breach and is not a modification of the terms and conditions of this contract. None of the provisions of this contract limit the Court's right to remedies at law or in equity.

4. **Termination for Breach-Unsatisfactory Performance:** The Court may terminate this contract if the Contractor fails to meet quality standards set forth in this agreement; perform any contractual term, condition or obligation, or perform in a manner satisfactory to the Court.
5. That written notice of termination shall be delivered by certified mail, return receipt requested by and reputable courier service to the Contractor's representative responsible for administration of the program.

**G. Dispute Resolution**

Any dispute concerning performance of the Contract will be decided by Court Administration, or a designated Court employee, who will reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract will be the venue listed in Part I, Section B of this contract; in any such action, the parties waive any right to jury trial.

**H. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level i changes in the rate of payment when these have been established through an administrative order or through the appropriations, process for the Court's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**I. Cooperative Purchasing.**

Pursuant to §29.018, Florida Statutes, other entities of the Florida State Courts System, State agencies, county governments, city governments and political sub-divisions may be allowed to procure goods or services from this Contract at the terms, conditions and prices noted herein, subject to the agreement of the Contractor. Contracts with entities outside of the State Court System will be considered independent contracts between the entity and the Contractor. The Court, the State Court System and the Office of the State Court Administrator will not be a party to the contract.

**J. Execution in Counterparts**

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Contract or counterpart transmitted via facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original executed copy.

**K. Severability**

If a court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

**L. Notice**

That any notice, that is required under this contract shall be in writing, and delivered by certified mail, return receipt requested by and reputable courier service. The notice shall be sent by the Court's Contract Manager to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.M.3 and by the contractor, to the Court's Contract Manager indicated in III.M.4.

**M. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT G  
SAMPLE CONTRACT**

**Contract Number** \_\_\_\_\_

4. The name, address, and telephone number of the Contract Manager for the Court for this contract is:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**N. All Terms and Conditions Included**

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract and its attachments shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event any term of this Contract is in conflict with any attachment, the order of precedence shall be the Contract first and then the Attachments and exhibits to this contract, which are incorporated by reference, as indicated with a checked box , in the order shown below:

<b>Attachments and Order of Precedence: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input checked="" type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input checked="" type="checkbox"/>	<b>Attachment G</b>	<b>Criminal Background Check Requirements</b>
<input checked="" type="checkbox"/>	<b>Attachment K</b>	<b>Supreme Court Administrative Order</b>
<input type="checkbox"/>	<b>Attachment L</b>	<b>Other</b>

**By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.M. above.**

**IN WITNESS THEREOF**, the parties hereto have caused this ( ) page contract to be executed by their undersigned

**ATTACHMENT G  
SAMPLE CONTRACT**

**Contract Number** \_\_\_\_\_

officials as duly authorized.

**CONTRACTOR:**

**JUDICIAL COURT OF FLORIDA**

\_\_\_\_\_  
**SIGNED  
BY:**

\_\_\_\_\_  
**SIGNED  
BY:**

\_\_\_\_\_  
**NAME:**

\_\_\_\_\_  
**NAME:**

\_\_\_\_\_  
**TITLE:**

\_\_\_\_\_  
**TITLE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**Contractor MFMP Vendor #**

**(Federal EID # or SSN**

**Office of the General Counsel**

**and MFMP Extension):**

\_\_\_\_\_

\_\_\_\_\_  
**Approved as to form and legal content**

Attachment A

**PART 1 – GENERAL INFORMATION**

**Section A – Goal and Objective**

<FINAL SCOPE FROM ITN TO BE INSERTED HERE>

The Court makes no guarantee of work to the Contractor and will be obligated to compensate the Contractor if no work is assigned.

**Section B – Tasks and Performance Measures**

The Contractor will provide the following Tasks and Services:

TASK SERVICE ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1*		1.1. <u>DESCRIPTION:</u>
		1.2. <u>PERFORMANCE STANDARDS:</u>
		1.3. <u>FINANCIAL CONSEQUENCES</u>

**Section C – Deliverables**

The Contractor will submit the following Deliverables to the Administrative Office of the Courts:

Deliverable ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1*		1.4. <u>DELIVERABLE SPECIFICATIONS:</u>
		1.5. <u>ACCEPTANCE CRITERIA:</u>
		1.6. <u>FINANCIAL CONSEQUENCES</u>

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**PART 2 – WORK REQUIREMENTS**

**Section A – Professional Requirements**

The Contractor will maintain the following professional certifications and memberships:

**Section B –Professional Standards**

The Contactor will meet the following minimum professional standards:

**PART 3 – SUPPORTING INFORMATION**

**Section A – Fee Schedule**

The Contractor will be reimbursed for work performed at the following unit prices:

**Section B – Invoicing**

1. Invoices must be submitted by the \_\_\_\_\_ day of each month to the Administrative Office of the Courts for services completed during the prior month.
2. The State Courts System will provide a standard contract template to use when submitting requests for reimbursement. Submitted invoices must be in the format prescribed by this template.
3. Invoices will contain the following Contractor information:
  - 3.1 Name
  - 3.2 Mailing address
  - 3.3 Physical address (if different from the address above)
  - 3.4 Federal Identification Number (FEIN) or Social Security Number (SSN)
  - 3.5 MyFlorida Marketplace ID
  - 3.6 Contract/Grant number
  - 3.7 Invoice Date
  - 3.8 Period of service
  - 3.9 Quantity of items and services delivered
  - 3.10 Unit cost for each item and service
  - 3.11 Extended dollar amount for each item and service
  - 3.12 Total of all items and services being invoiced
4. The Court has \_\_\_\_\_ ( \_\_\_\_\_ ) working days to inspect and approve goods and services. If payment is not available within fifty (50) days from the date a properly completed invoice and supporting documentations are received by the Court and the confirmation that the goods or services have been received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. Invoices returned to a contractor due to preparation errors and invoices submitted prior to the goods or services being received, inspected and approved, will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.
5. Duplicate invoices must not be resubmitted until approved by the Court. Any bill that is resubmitted for payment must clearly state "Second Notice" or "Duplicate Bill" on the top of the first page.
6. The State Fiscal Year begins July 1 and ends on June 30 of each year. All invoices for the goods or services ordered and accepted prior to the end of the fiscal year must be received no later than July 31 of the following

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**Appendix 1**

fiscal year to be eligible or payment under this contract. Failure to submit invoices on or before their due date may result in a rejection of the invoice or delay in payment until it can be determined if sufficient funds have been appropriated by the Legislature to process the invoice for payment and meet current fiscal year contractual obligations. The Court will be the sole authority on budget allocations for all contracts.

7. Final invoices must be received within 30 days after the contract ends or is terminated. If the Contractor fails to submit an invoice in the prescribed time, all rights to payment is forfeited and the Court will not honor any requests submitted after the time period. Any payment due under the terms of this contract may be withheld until all the work is completed and accepted by the Court and documents, recordings and other property of the Court have been returned.

**Section C – Corrective Action**

1. Should the Court identify any deficiency based on contract requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. Upon such notification, the contractor shall submit a formal written CAP within ( ) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. The Court shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ( ) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why OSCA believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ( ) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. Upon acceptance of the CAP, the contractor shall have, at the discretion of the Court, up to ( ) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
6. The contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

**Section D – Financial Consequences for Corrective Action Plans**

**Section E – Additional Terms and Conditions**

1. The Contractor is an officer of the court while providing the services required under this contract.
2. The Contractor will comply with all rules and statutes governing the proceedings they attend, even for those proceedings the Contractor is an observer.

**Section F – Acronyms**

**Section G – Definitions**