

### REQUEST FOR TERM CONTRACT QUOTATION #TC 2022-009 INTERPRETATION SERVICES

Date: April 4, 2022

The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("Sheriff"), is soliciting a quote for the services described in the following document for the purpose of entering a Term Contract for their procurement. If you intend to respond with a quote, please fill out and return PART C, along with a copy of your quote and all the appendices by e-mail or fax to the Buyer named below by the date and time indicated. If you were notified of this RFQ due to being on the HCSO's approved vendor list, and are declining to provide a quote, please return the STATEMENT OF NO QUOTE on page 13 of this document.

**RESPOND TO:** Robert Flamand, Buyer

RFlamand@TeamHCSO.com

Phone: (813) 247-8068 Fax: (813) 242-1826

RESPOND BY: April 20, 2022

### A. GENERAL TERMS AND CONDITIONS

- 1. <u>Term Contract Definition</u>: The total annual expense represented by this Request for Quote (RFQ) is estimated to be less than the \$35,000 threshold which would require a public bid process. However, a competitively awarded Term Contract provides advantages of price protection and ordering convenience for those services or products which have either high priority, frequent ordering or multiple quote requirements. The Awarded Vendor will be asked to lock in their rates for a minimum of one (1) year, assuring the HCSO a competitive price or guaranteed schedule under a short-term contract.
- 2. General Description of Procurement Need/Scope of Work: The HCSO is seeking qualified Vendors to provide interpretation services in support of the HCSO Child Protective Investigation Division (CPID) on an as needed basis. CPID requires in-person oral foreign language and sign language interpreters to assist investigators in communicating effectively with persons with disabilities and/or Limited English Proficiency (LEP). Estimated requirements are approximately 50 requests a year for in-person oral foreign language interpretation services and 30 requests a year for in-person sign language interpretation. Translation and transcription services may also be required periodically.

Any reference to the "Work" throughout this RFQ is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to SPECIFICATIONS (PART B).

3. <u>Vendor Qualifications</u>: Vendors shall provide only qualified foreign language interpreters for persons with LEP and/or certified sign language interpreters for persons who are deaf or hard-of-hearing to perform the Work. Vendor employees who will be working in HCSO facilities or on HCSO property may be required to undergo a background check at HCSO expense.

Vendors may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously. The HCSO reserves the right to inspect the Vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

The Vendor Packet attached as APPENDIX I must be returned with your RFQ Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business.

- 4. When to make delivery: Deliveries or services resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
- 5. Certificates of Insurance: No Work shall commence in connection with this Contract until the Awarded Vendor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.
  - A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability: \$100,000 Limit each Accident

\$500,000 Limit each Aggregate

\$100,000 Limit Disease each employee

B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

1. Comprehensive General \$300,000 bodily injury and property damage combined single limit

2. Automobile \$300,000 bodily injury and property damage combined single limit.

- C. <u>Professional Liability Insurance</u>: Professional Liability Insurance shall meet the following minimum amounts:
  - 1. \$500,000 per occurrence; and
  - 2. \$1,000,000 aggregate.
- D. <u>Comprehensive Insurance Coverage</u>: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

i. Bodily Injury \$300,000 per person per occurrence

ii. Property Damage \$300,000 per occurrence

iii. Automobile Liability \$300,000 combined single limit bodily

injury and property damage

iv. Garage Liability \$1,000,000 combined single limit each

occurrence

v. Garage Keepers Liability \$100,000 collision and comprehensive per

Vehicle

6. <u>Prices</u>: All quotes submitted must show the net price after any and all discounts allowable have been deducted. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Vendor.

The Vendor's attention is directed to the laws of the State of Florida, including but not limited to, Chapter 212, *Florida Statutes*, which applies to all transactions resulting from this RFQ.

All applicable taxes and fees shall be deemed to have been included in the Net Unit Price quotes in APPENDIX II – PRICING MATRIX as requested by REQUEST FOR QUOTE RESPONSE (PART C), Paragraph 2 Pricing Matrix.

- 7. <u>Communication Between Parties</u>: All questions in regard to this RFQ are to be directed in writing to the Buyer, Robert Flamand, at <u>RFlamand@TeamHCSO.com</u>, or by fax at (813) 242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFQ prior to the Award Date.
- 8. <u>Conflict of Interest</u>: The Vendor agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.
  - No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.
- 9. <u>Award</u>: Contract award shall be made to the most responsive Quote and responsible Vendor offering meeting the specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.
  - In the event two (2) or more Vendors have submitted the lowest and best quotes, preference may be given in the award in the following order. First, to the Vendor who has their principal place of business in Hillsborough County; second, to the Vendor who has a place of business in Hillsborough County; and, third, if the Vendors involved in the tie situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.
- 10. <u>Contract Period and Renewal</u>: The contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Awarded Vendor, the contract may be extended on an annual basis for up to three (3) additional one (1) year periods.
  - Prior to each annual renewal date, the HCSO will inquire by written notice as to the Vendor's Intent to Renew. The Vendor's response will be forwarded to the appropriate Division Commander who will accept or decline the renewal terms. The HCSO'S Chief Financial Officer (CFO) will then acknowledge and extend or cancel the contract as determined.
- 11. Addition/Deletion: The HCSO reserves the right to add or delete any items or services from this RFQ or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the RFQ will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the CFO, the item or service description and price change will be added to the Contract and recorded on the original tabulation/price sheet. Purchase Orders and billing will be adjusted accordingly, pro-rated if necessary to the agreed start date.

- 12. <u>Escalation/De-Escalation</u>: The HCSO will allow an escalation/de-escalation provision in this Contract. The escalation/de-escalation will be allowed provided the Vendor(s) notify the HCSO-Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Contract was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease and the applicable Contract Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
- 13. <u>Emergency</u>: If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this contract and procure the services or products from the most available source.
- 14. <u>Default</u>: The contract may be canceled or nullified by the CFO in whole, or in part, by written notice of default to the Vendor upon non-performance or violation of Contract terms. An award may be made to the next best responsive Quote and responsible Vendor based on evaluation, or articles specified may be purchased on the open market. Failure of the Vendor to deliver products within the time stipulated in this RFQ, unless extended in writing by the Financial Services Division, shall constitute default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
- 15. <u>Cancelation</u>: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this RFQ may be canceled by the following means:
  - a) 10 calendar days' written notice with cause, or
  - b) 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date or receipt of written notice of cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

16. <u>Invoicing and Payment</u>: Vendors may invoice the HCSO for products shipped or services completed. All invoices must have a unique invoice number and show: date of service, location, description of services, unit/hourly price, CPID investigator assisted and include the HCSO Purchase Order number (unless payment is to be made by HCSO Purchasing Card). Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes* which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices.

Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be e-mailed to: AccountsPayable@TeamHCSO.com.

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or <a href="mailto:AccountsPayable@TeamHCSO.com">AccountsPayable@TeamHCSO.com</a>.

- 17. Exceptions: All submittals must clearly state with specific detail all deviations to the requirements imposed upon the Vendor by the GENERAL TERMS AND CONDITIONS (PART A) and SPECIFICATIONS (PART B). Such deviations should be stated in the REQUEST FOR QUOTE RESPONSE (PART C) or appended thereto. Vendors who make any exceptions to the terms and conditions of this quotation may be subject to rejection. Vendors requesting clarification should contact the Buyer listed above.
- 18. <u>Protests</u>: Any prospective Vendor who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all term contracts must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award or notice of rejection to the HCSO Purchasing Section by registered mail or hand-delivered for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Vendor or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the CFO.

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Vendor in writing. This decision of the CFO and the basis upon which it was made will be communicated to the Vendor within five (5) business days following the receipt of the recommendation from the Purchasing Section.

19. <u>Indemnification</u>: The Awarded Bidder will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

20. E-Verify Requirement: Pursuant to §448.095, Fla. Stat., the Sheriff requires the Awarded Bidder, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Bidder enters into a contract with a subcontractor, the subcontractor must provide the Awarded Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Bidder shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Bidder has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Bidder otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Bidder and order the Awarded Bidder to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Bidder as provided above, the Awarded Bidder may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Bidder is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

21. Governmental Purchasing Councils: All Quotes received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Bid as required.

Children's Board of Hillsborough County

City of Belleair Beach City of Clearwater City of Dunedin City of Gulfport

City of Indian Rocks Beach

City of Largo City of Oldsmar City of Pinellas Park City of Plant City City of Safety Harbor City of Saint Pete Beach City of Saint Petersburg

City of Tampa

City of Tampa Housing Authority

City of Tarpon Springs City of Temple Terrace City of Treasure Island

Clerk of Court and Comptroller of

Hillsborough County

Hillsborough County Expressway

Authority

Hernando County

Hillsborough Area Regional Transit

Authority

Hillsborough Community College

Hillsborough County Aviation Authority

Hillsborough County Board of County

Commissioners

Hillsborough County Property

**Appraiser** 

Hillsborough County School Board Hillsborough County Supervisor of

Elections

Hillsborough County Tax Collector

Manatee County Board of

Commissioners

Pasco County Clerk and Comptroller

Pasco County Schools Pasco County Sheriff

Pinellas County Clerk of the Court Pinellas County Government Pinellas County School Board

Pinellas County Sheriff

Pinellas Suncoast Transit Authority

Saint Petersburg College State Attorney's Office

Tampa Airport Tampa Bay Water

Tampa Palms Community Development

District

Tampa Port Authority Tampa Sports Authority Town of Indian Shores

22. <u>Public Records</u>: Any material submitted in response to this RFQ will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Vendor agrees to comply with §119.0701, *Fla. Stat.* regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Contract, contact the custodian of public records via: <a href="https://examter.ncbi.nlm.ncbi.

CHAD CHRONISTER, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

Christina R. Porter, CPA
Chief Financial Officer

#### B. SPECIFICATIONS AND SCOPE OF WORK

- 1. <u>In-person oral foreign language interpretation services require the following support:</u>
  - A. 24 hours a day / seven (7) days a week response.
  - B. Three (3) hour maximum response to any location in Hillsborough County after notification by CPID, per State of Florida Department of Children and Families Operating Procedure 170-5, Investigation Response Times.
  - C. Must be qualified and competent in the performance of the Work.
  - D. Multiple languages are utilized. Provide a listing of supported lang uages with your response.
- 2. Sign language interpretation services require the following support:
  - A. 24 hours a day / seven (7) days a week response.
  - B. Two (2) hour maximum response to any location in Hillsborough County after notification by CPID, per State of Florida Department of Children and Families Operating Procedure 60-10, Auxiliary Aids and Services for Persons who are Deaf or Hard-of-Hearing.
  - C. Must be Nationally Certified through the National Registry of Interpreting for the Deaf (RID), per State of Florida Department of Children and Families Operating Procedure 60-10, Auxiliary Aids and Services for Persons who are Deaf or Hard-of-Hearing.
- 3. <u>Interpreter Professional Conduct</u>: The tenets below are to be viewed holistically and used as a guide to professional behavior under this contract.
  - A. Interpreters must adhere to standards of confidential communication.
  - B. Interpreters must possess the professional skills and knowledge required for the situation.
  - C. Interpreters must conduct themselves in a manner appropriate to the interpreting situation.
  - D. Interpreters must demonstrate respect for their customers.
- 4. <u>Translation and Transcription Services:</u> Services are utilized on an as needed basis by the HCSO.
- 5. <u>Requesting Services:</u> Standard procedures are for individual CPID investigators that require support, to request an interpreter via phone as they may be on-site when services are needed.

## C. REQUEST FOR QUOTE RESPONSE

1.	Exceptions: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A) and SPECIFICATIONS AND SCOPE OF WORK (PART B) upon which this RFQ is based, to wit. Additional pages may be submitted, if necessary.			
2.	<ul> <li>Pricing: We understand interpreters have different areas of expertise. Please respond to those items which you can support and write N/A in those you cannot. If your company has different rates by language, please include a price listing. Please complete APPENDIX II – PRICING MATRIX, a Microsoft Excel file, and include the following: <ul> <li>a. In-person oral foreign language interpretation and response time.</li> <li>b. In-person sign language interpretation and response time.</li> <li>c. Translations.</li> <li>d. Transcriptions.</li> <li>e. Listing of languages supported with your response.</li> </ul> </li> </ul>			
	Submit a printed copy with the RFQ Response and send the file to the Buyer, Robert Flamand, via e-mail at <a href="mailto:RFlamand@TeamHCSO.com">RFlamand@TeamHCSO.com</a> . The Subject Line should read: "TC 2022-009 APPENDIX II – [your company name]"			
3.	<u>Vendor Order Instructions</u> : Describe the preferred method of contact to request order. (Print the information below.):			
	Contact Name and Title:			
	Address:			
	City: State: Zip Code:			
	Phone: ()			
	E-Mail:			
	Company Web Address:			

### STATEMENT OF ACCEPTANCE

The undersigned understands that this Quotation Response **must be signed in ink** and that the **unsigned** Quotation Response will be considered incomplete and subject to rejection by the HCSO.

The undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.

The undersigned has carefully examined the Term Contract requirements and all conditions affecting the cost of the product/service required by the HCSO. At this present time, we understand all requirements and warrant compliance with all the stipulations included in the RFQ.

We propose to furnish the products at the prices stated herein and further confirm that all costs regarding these products are indicated herein. If awarded the contract, we agree to complete services within the time stated, such time commencing from the notice to proceed.

Company Name:			
Officer Name:	Title:		
Address:			
		Zip Code:	
Phone: ()	Cellular: ( <u>)</u>	Fax: ()	
E-Mail:			
		Date:	
-	-	garding this Quotation Response, belo	

### STATEMENT OF NO QUOTE

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to <a href="mailto:RFlamand@TeamHCSO.com">RFlamand@TeamHCSO.com</a> or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to TC 2022-009 for the following reason(s):

# **SPECIFICATIONS** NATURE OF AWARD (Please provide explanations below) \_\_\_\_\_ Specifications are too "tight" (i.e., \_\_\_\_\_ Insufficient time was provided for limited to one brand or manufacturer) response \_\_\_\_\_ Unable to meet specifications \_\_\_\_\_ Product or an equivalent is not offered Specifications are unclear Other We request to: \_\_\_\_\_ remain on HCSO's list for future solicitations in this service category. \_\_\_\_\_ be removed from HCSO's list for future solicitations in this service category. Company Name: Officer Name: Title: City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_ Signature of Officer: \_\_\_\_\_\_ Date: \_\_\_\_\_

### RFQ CHECKLIST

Company Name:			
Include this checklist with your Quote response:			
	Completed PART C including <u>Exceptions</u> , <u>Vendor Order Instructions</u> and <u>Acceptance</u> signature page.		
	APPENDIX I – Completed <i>Vendor Packet</i> to include completed Vendor Application, W9, Direct Deposit and all requested documents		
	APPENDIX II – PRICING MATRIX		

RFQ CHECKLIST 14