

RFO No.
18-R068261AJ
Emergency Management Sign Language
Interpreting Consultant
January 31, 2018

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



NOTICE TO OFFERORS
NO. 18-R068261AJ
Emergency Management Sign Language Interpreting Consultant

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide Emergency Management Sign Language Interpreting Consultant Services, as specified in this Request for Offers.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **March 7, 2018 at 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

There is no Solicitation Information Conference scheduled for this Request for Offers.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offer to the Manatee County Procurement Division is February 15, 2018. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Abigail Jenkins , Contract Negotiator
(941) 749-3062, Fax (941) 749-3034
Email: abigail.jenkins@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

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SECTION A
INSTRUCTIONS TO OFFERORS

To receive consideration, Offerors must meet the minimum qualification requirements and comply with the instructions contained in this RFO. Offers will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 OFFER DUE DATE

The Due Date and Time for submission of Offers in response to this Request for Offers (RFO) is **March 7, 2018 at 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Offer(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Offeror to deliver its Offer to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If an Offer is sent by U.S. Mail, courier or other delivery services, the Offeror will be responsible for its timely delivery to the Procurement Division. Offers delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Offeror's request and expense.

A.02 SUBMISSION OF OFFERS

The contents of the Offer sealed package must include:

- One (1) bound original clearly identifying Offeror and marked "ORIGINAL" (excluding the Fees Proposal).
- One (1) bound copy clearly identifying Offeror and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying (Include the Fees Proposal as a separate file).

Electronic format copy should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Offer copies. Electronic copies must contain an identical Offer to the original.

Submit the Offer package in a sealed container with the following information clearly marked on the outside of the package: RFO No. 18-R068261AJ, Emergency Management Sign Language Interpreting Consultant, Offeror's name, and Offeror's address. Offers must be received by the Manatee County Procurement Division at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.03 ORGANIZATION OF OFFERS

Offers must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Offers must clearly indicate the legal name, address and telephone number of the Offeror. Offers must be signed by an individual authorized to make representations for the Offeror.

A.04 ADDENDA

Any interpretations, corrections or changes to this RFO will be made by addendua. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Offers*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the RFO and each Offeror will be bound by such addenda. It is the responsibility of each Offeror to read and comprehend all addenda issued. Failure of any Offeror to acknowledge an issued addendum in its Offer will not relieve the Offeror from any obligation contained therein.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.05 OFFEROR EXPENSES

All costs incurred by Offeror in responding to this RFO and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Offeror.

A.06 FALSE OR MISLEADING STATEMENTS

Offers which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Offer, and the attribute, condition or capability is a requirement of this RFO. Such Offeror will be disqualified from consideration for this RFO and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.07 WITHDRAWAL OR REVISION OF OFFERS

Offerors may withdraw Offers under the following circumstances:

- a. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or
- b. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake of fact if:

1. The mistake is clearly evident in the solicitation document; or
2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

A.08 JOINT VENTURES

Offerors intending to submit an Offer as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.09 LOBBYING

After the issuance of any solicitation or during renegotiations, prospective Offerors, or their agents, representatives or persons acting on behalf of such Offeror, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFO and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.10 EXAMINATION OF OFFERS

The examination and evaluation of the Offers submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days. Therefore, Offers submitted in response to this RFO must be valid for ninety (90) calendar days after the Due Date.

A.11 ERRORS OR OMISSIONS

Once an Offer is opened, the County will not accept any request by Offeror to correct errors or omissions in the Offer other than as identified in paragraph A.07, Withdrawal or Revision of Offers.

A.12 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Offers received to determine if the Offeror is responsible and responsive.

To be responsive an Offeror must submit an Offer that conforms in all material respects to the requirements of this RFO and contains all the information, fully completed attachments and forms, and other documentation required. Offers that are deemed non-responsive will not be considered or evaluated.

To be responsible, an Offeror must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFO. Offers submitted by Offerors that are deemed non-responsible will not be considered or evaluated.

A.13 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Offers, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Offer is received, the County reserves the right to negotiate with the Offeror. The County reserves the right to award the contract to a responsive and responsible Offeror which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Offeror to perform the work or service requested. Upon request by the County, Offeror shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Offeror; verification of availability of equipment and personnel; and past performance records.

A.14 APPLICABLE LAWS

Offeror must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Offeror is prohibited from delineating a separate line item in its Offer for any sales or service taxes.

The Successful Offeror will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.16 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.17 COLLUSION

Offeror certifies that its Offer is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting an Offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Offeror from participation in future County solicitations for a specified period.

The County reserves the right to disqualify an Offeror during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Offeror.

A.18 CODE OF ETHICS

With respect to this Offer, if any Offeror violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Offeror will be disqualified from eligibility to perform the work described in this RFO, and may also be disqualified from submitting any future bids or Offers to supply goods or services to Manatee County.

A.19 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an Offer on a contract to provide any goods or services to a public entity, may not submit an Offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit Offers on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Offeror is to complete Attachment "B" and submit with your Offer.

A.20 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Offer opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.21 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Offerors that it

will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Offer and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.23 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Offer become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Offers become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Offers shall be conducted at the public opening.

If County rejects all Offers and concurrently notices its intent to reissue the solicitation, the rejected Offers are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. An Offer is not exempt for longer than twelve (12) months after the initial notice of rejection of all Offers.

Pursuant to Florida Statute 119.0701, to the extent Successful Offeror is performing services on behalf of County, Successful Offeror must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Offeror agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Offeror does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public

agency to perform the service. If the Successful Offeror transfers all public records to County upon completion of the contract, the Successful Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Offeror keeps and maintains public records upon completion of the contract, the Successful Offeror shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.24 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of an Offer in response to a Request for Offer are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of an Offer in response to the Request for Offer shall belong exclusively to County.

To the extent that Offeror desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Offer that are not declared as trade secret. In addition, Offeror shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Offeror shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Offeror shall provide a hard copy of its Offer that redacts all information designated as trade secret.

In conjunction with trade secret designation, Offeror acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Offeror's Offer, the Offeror at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Offeror in response to notice from the County shall be taken immediately, but no

later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Offer as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Offer is non-responsive.

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Offeror agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Offeror receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.26 E-VERIFY

Prior to the employment of any person under this contract, the Successful Offeror shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Offeror to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Offeror to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of an Offer in response to this RFO, the successful Offeror commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Offeror shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.27. LICENSES AND PERMITS

The successful Offeror shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Offeror is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.28 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this Solicitation

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > Online Services > *Bids & Offers*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Question and Clarification Deadline	February 15, 2018
Final Addendum Posted	February 23, 2018
Offer Response Due Date and Time	March 7, 2018, no later than 3:00 P.M.
Evaluation Completed	March 30, 2018
Projected Awarded	April 2018

END SECTION A

SECTION B SCOPE OF SERVICES

B.01 BACKGROUND INFORMATION

The County has requirements for American Sign Language (ASL) Interpreters and other communication services primarily for the County's Emergency Management Operation. These services are for communicating with the County's deaf and hard of hearing, blind and deaf-blind population by providing support during emergency events and interpreting County communications for dissemination to this population.

Because these services are provided during emergency situations, it is imperative that the interpreting services provided are by qualified Interpreters as defined by the Department of Justice who are trained in the structure of American Sign Language and who can translate from spoken English into American Sign Language and from American Sign Language into spoken English.

Currently the County obtains interpreter services on an ad hoc basis but is looking to enter into a contracted relationship for these specialty communication services.

B.02 DEFINITIONS

Americans with Disabilities Act II Regulations
Communications § 35.160 General.

- A. Department of Justice (DOJ): is a cabinet-level agency responsible for enforcing the laws of the United States federal government. DOJ ensures public safety against foreign and domestic threats, including terrorism, and preventing crime. The department includes such venerable law enforcement agencies as the Federal Bureau of Investigation (FBI), US Marshals, the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Drug Enforcement Administration (DEA).
- B. Qualified Interpreter: an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified Interpreters include, for example, sign language Interpreters, oral transliterators, and cued-language transliterators.
- C. *Qualified reader* means a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.
- D. *Auxiliary aids and services* includes the following:
Qualified Interpreters on-site or through VRI services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing; qualified readers; taped texts; audio recordings;

Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision; Acquisition or modification of equipment or devices; and other similar services and actions.

- E. Emergency Services/Assignments: County requests that require an interpreter within (2) hours of notice and that will be housed at the Office of Emergency Management (EOC) in the event of a lockdown during an emergency event.

B.03 SCOPE

The successful Offeror will furnish all labor, travel, equipment, and materials required to provide interpreter services for the County's deaf and hard of hearing population primarily during emergency management operations.

The successful Offeror shall have the resources necessary to provide ASL Interpreters and other linguistically and culturally appropriate communication services for the benefit of the County's deaf and hard of hearing, blind and deaf-blind population during emergency management operations and ensuring interpreting services provided are by qualified Interpreters as defined by the Department of Justice (DOJ).

Therefore, the successful Offeror(s) services must include: Qualified Interpreters who are trained in the structure of American Sign Language who can translate from spoken English into ASL and from ASL into spoken English,

ASL Interpreters must be Qualified Interpreters, possess a high degree of professionalism and provide accurate interpretations and other modes of communication to screening service providers, emergency alert services for the deaf and blind and other value-added services that to ensure effective and efficient communications to the targeted population.

B.04 GENERAL REQUIREMENTS

The successful Offeror shall provide the following:

- A. Interpreters who are trained and experienced in sign language, administrative, and procedural processes and certified by the National Registry of Interpreters for the Deaf or by the Florida Registry of Interpreters.
- B. Ensure that all interpreters are qualified through training and experience and are in good standing with the Registry of Interpreters for the Deaf (RID) or the National Association of the Deaf (NAD).
- C. At the County's request provide other auxiliary aids and services including but not limited to:
 - (1) VRI
 - (2) Certified Communication Access Real-Time Translation (CART) providers,
 - (3) Closed-Captionists (C-Captionists)
 - (4) Other technologies that meet the requirements and guidelines of the Americans with Disabilities Act II Regulations (ADA).
- D. Interpreters on an as-needed basis for routine requirements for services for non-emergency events.
- E. Interpreter(s) to provide ASL services working eight hour shifts, or shifts as otherwise directed by the County, during an emergency event that does not result in a lockdown of the EOC.

- F. An interpreter(s) to provide ASL services at the Emergency Operations Center during emergency events that result in a lockdown of the EOC (e.g., during a hurricane). At the County's request, these services will be required at designated intervals around-the-clock during the emergency event. For these circumstances, the interpreter(s) would be housed at the EOC for the duration of the lockdown.
- G. Alternative communications options during an emergency event should successful Offeror not have a Qualified Interpreter available to provide services. It will be the responsibility of the successful Offeror to ensure that the County's ASL requests are fulfilled.
- H. Interpreters who meet the DOJ's definition of Qualified Interpreters as defined in Item B.02.
- I. Qualified interpreters for television and public appearances.
- J. Services within two (2) hours of notice by the County.
- K. Emergency Management Sign Language Interpreting consulting services.
- L. The names of interpreters to the County representative at least one-hour prior to the assigned start time
- M. Successful Proposer' interpreters must be able to handle fast paced assignments where it is not possible to stop and ask questions for clarification

B.05 INTERPRETER ASSIGNMENTS

Two hours is considered the minimum time required for assignments. Therefore, the interpreter assigned must be available for a minimum of two-hours. In the event the interpreter to be assigned can only accept the assignment if it is for a stated specific amount of time less than two hours, successful Offeror must obtain County approval to assign such interpreter and shall provide the interpreter with a form specifying the maximum agreed time to present to the County representative upon arrival for their signature authorizing the time. A copy of the form (also known as the confirmation sheet) must be attached with the invoice submitted for payment.

In the event any assignment is expected to be for less than two hours it will be covered by a single interpreter; unless otherwise approved by the County.

The interpreter shall arrive at least fifteen minutes prior to the assignment start time, at no additional charge to the County.

B.06 RESPONSE TIME/QUALITY OF SERVICE

If the successful Offeror(s) indicates to the County their inability to provide a requested interpreter, or fails to provide name(s) of the assigned interpreter(s) at least four hours prior to the scheduled start time, the County reserves the right to procure services from another source. In the event of such failure, successful Offeror may be grounds for termination of the Agreement.

B.07 PENALTIES

Manatee County is mandated through the ADA to provide communication during emergency events. Therefore, successful Offeror must ensure that its interpreters arrive on-time as stated in Item B.05. The County will impose penalties on successful Offeror for not adhering to the arrival times as follows: The County will deduct 10% from the total invoice amount for the assignment for every ten minutes the interpreter is late to arrive for an assignment.

B.08 CERTIFICATIONS

Successful Offeror's professional staff assigned to work for the County shall possess professional certification and/or licensing as applicable to the provision of services from nationally recognized institutions such as:

- (1) The American Consortium of Certified Interpreters (ACCI)
- (2) National Association for the Deaf(NAD)
- (3) Registry of Interpreters for the Deaf (RID)
- (4) National Technical Institute for the Deaf(NTID)
- (5) The Florida Registry of Interpreters for the Deaf (FRID)
- (6) The National Court Reporters Association
- (7) The National Institute for the Deaf
- (8) Private and public institutions of higher education (colleges, universities)

All interpreters shall adhere to a professional Code of Ethics of these certifying/licensing organizations that requires a strict code of confidentiality. The successful Proposers shall be required to submit evidence of such certification for each interpreter(s) providing services to the County.

B.09 BILLABLE RATES

- (1) Emergency rates
 - a. Emergency rates will apply only during a declared state of emergency ordered by the County or the Office of the Governor with at least a two-hour advance notice of intent to activate provided by the County. In the event that a County holiday occurs during an emergency event, the emergency rates will prevail.
- (2) Non-emergency rates
 - a. Holiday rates will apply during County designated holidays from 12:00 P.M. through 11:59 P.M.
 - b. Standard rates will apply Monday through Friday, 8:00 A.M. 5:00 P.M. local time with at least one business days' notice provided by the County.
 - c. Non-standard rates will apply on Monday through Friday, before 8:00 A.M. or after 5:00 P.M. local time with at least one business days' notice or for non-emergency assignments with less than one business days' notice provided by County.

END OF SECTION B

**SECTION C
PROPOSAL RESPONSE**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Offeror provides will be used to determine those Offerors with the background, experience and capacity to perform the scope of services as stated in this RFO and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Proposals.

C.01 INFORMATION TO BE SUBMITTED

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

C.02 PROPOSAL FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Offeror, the RFO by title and the RFO number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Offeror meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Must have a minimum of two interpreters who possess a current, valid certification issued by the National Registry of Interpreters for the Deaf or a current, valid certification issued by the Florida Registry of Interpreters for the Deaf.

Provide a copy of the qualified interpreters' certification issued by the National Registry of Interpreters for the Deaf or by the Florida Registry of Interpreters for the Deaf.

3. The Offeror has provided ASL Interpreters and other related communication services for deaf and/or blind individuals for at least five clients since November 2013.

Provide the following information for the five qualifying clients.

- a) **Name of client**
- b) **Location (City/State)**
- c) **Client contact name**

- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Type(s) of services provided

4. Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(d). (www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

No documentation is required. The County will verify.

5. If submitting as a joint venture, Offeror must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Offeror is a joint venture, provide a copy of Offeror's approved filing with the Florida Department of Business and Professional Regulation. If Offeror is not a joint venture, provide a statement to that effect.

6. Offeror must have no reported conflict of interests in relation to this RFO.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches. If no conflicts of interests are present, Offeror must submit a statement to that affect.

C. TAB 3 – FORMS

Provide the completed and executed Attachments listed below in Tab 3.

1. Attachment A, Acknowledgment of Addenda
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certifications
4. Attachment D, Insurance

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed. Offeror must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Proposal that are not being declared as trade secret. NOTE: Proposals cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Offeror shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Offeror shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Offeror shall provide an additional copy of its proposal that redacts all designated trade secrets.

E. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Offeror as follows:

1. Legal contracting name including any DBA.
2. State of organization or incorporation.
3. Ownership structure of Offeror's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Offeror's W-9.
6. Contact information for Offeror's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
Address
City, State, Zip
Phone
Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Offeror's primary and secondary representatives during this RFO process to include the following information:
Name
Phone
E-mail
Mailing Address
City, State, Zip
9. Provide a summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Offeror's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – OFFEROR AND TEAM'S EXPERIENCE

In Tab 6, provide details of Offeror and its team's experience to include the following:

1. Provide a summary of Offeror's background, size and years in business.
2. Provide Offeror's years of experience in American Sign Language (ASL) services.
3. Describe Offeror's experience in American Sign Language (ASL) for other government agencies, particularly those within Florida.
4. Identify and include information regarding experience and qualifications of Offeror's ASL Interpreters to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials, Include the roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Provide any certification for the above identified ASL Interpreters from the organizations listed below and any other nationally recognized certifications from an institute not listed:
 - a. The American Consortium of Certified Interpreters (ACCI)
 - b. National Association for the Deaf (NAD)

- c. Registry of Interpreters for the Deaf (RID)
- d. National Technical Institute for the Deaf (NTID), Florida Registry of Interpreters for the Deaf (FRID)
- e. Florida Registry of Interpreters for the Deaf (FRID)
- 6. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to American Sign Language (ASL) Interpreters and /or other communication services and certifications.
- 7. Provide a minimum of five client references for Offeror for services, similar in scope as defined in this RFO, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Interpreter who provided the services
 - g. Brief description of services provided (1-2 sentences)
 - h. Performance period (start/end dates)

G. TAB 7 - CAPACITY

Provide the following information regarding Offeror's capacity for the provision of services:

- 1. Details of Offeror's staffing resources, at the location that will provide services to the County, as well as corporately; by discipline and the number of personnel within each discipline.
- 2. If Offeror's staffing resources includes sub-Offeror(s). Submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
- 3. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County and indicate their functional relationship to each other.
- 4. If Offeror is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
- 5. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
- 6. An explanation, in general terms, of Offeror's financial capacity to perform the scope of services. If Offeror is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
- 7. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Offeror, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Offeror's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract.
- 8. Disclose any ownership interest in other entities proposed for services. This ownership

disclosure includes ownership by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

9. Provide the following:
 - a. Description of Offerors C-Caption capabilities
 - b. Description of Offeror's VRI capabilities
 - c. Description of Offeror's CART capabilities
 - d. Description of Offeror's Speech-to-Text capabilities
 - e. Description of other communication technologies capabilities of Offeror that meet ADA requirements and guidelines.
10. Submit any additional information not previously requested which Offeror believes would assist County in the evaluation of Offeror's capacity to provide the required services.

H. TAB 8 – APPROACH

Provide Offeror's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFO including methods for delivery of required services.
2. An explanation of Offeror's recruiting and screening processes for interpreters.
3. Details on the Offeror's current pool of interpreters to include the following:
 - a. Number of interpreters by specialties such as ASL and CART technicians
 - b. If interpreters are direct-hire employees or 1099 staff
 - c. Training provided to Interpreters
4. If more than one Offeror is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
5. A narrative that clearly demonstrate Offeror's ability and willingness to meet response times and emergency requirements.
6. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
7. Offeror shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings and general communications
 - b. How the Offeror physically plans on attending pre-scheduled meetings
 - c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement
8. Offeror's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., Interpreter not available, or fails to respond) and Offeror's proposed mitigation procedures.
9. Describe the latest processes that your company is using, that are technically proven and effective means possible, for Sign Language Interpretation for the Deaf and Hard of Hearing, Blind and Deaf-Blind population
10. Provide specifications for Closed Caption capabilities, Video Remote Interpreting (VRI) and Communication Access Real-time Translation (CART) proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
11. Submit any additional information not previously requested which Offeror believes would assist County in the evaluation of Offeror's approach to provide the required services.
12. Provide details of any new or emerging communication technologies and new technical telecommunications capabilities that are available in the marketplace that could be utilized for County services. Include the benefits and disadvantages of each.

I. TAB 9 - FEES

Use the Fees/Rates form on the following page for submitting Rate proposal. The Fees/Rates must be submitted as all-inclusive to provide on-site services. Additionally, provide rates for alternative off-site communication options should circumstances prevent qualified interpreter's ability to be on site (e.g., hurricane debris blocking all streets).

Submit one hard copy 'Original' and one duplicate hard copy of the Fees/Rates proposal form in a separate sealed envelope labeled 'Fees/Rates Proposal' with the Offeror's name clearly marked on the outside. Include the Fees/Rates Proposal package with Offeror's original hard copy of the Proposal. Do not include copies of the Fees/Rates proposal form in the duplicate hard copy of the proposal response.

The Offeror's Fees/Rates shall remain firm for a minimum two-year period from execution of the Agreement. Any escalation in pricing thereafter will be based on the Bureau of Labor Statistics Employment Cost Index; Private Workers; Total Compensation; Management, professional and related occupations; Service Providing; All Workers; United States; Not Seasonally Adjusted (CIU201S000100000A), change in the most recent 12-month period.

[Remainder of page intentionally left blank]

FEES/RATES PROPOSAL FORM

A. BILLABLE RATES

1. Emergency rates

Emergency rates will apply only during a declared state of emergency ordered by the County or the Office of the Governor with at least a two hour advance notice of intent to activate provided by the County. In the event that a County holiday occurs during an emergency event, the emergency rates will prevail.

2. Non-emergency rates

- a. Holiday rates will apply during County designated holidays from 12:00 A.M. through 11:59 P.M.
- b. Standard rates will apply Monday through Friday, 8:00 A.M. to 5:00 P.M. local time with at least one business days’ notice provided by the County.
- c. Non-standard rates will apply on Monday through Friday, before 8:00 A.M. or after 5:00 P.M. local time with at least one business days’ notice or for non-emergency assignments with less than one business days’ notice provided by County.

B. FEE / RATE PROPOSAL

Provide an all-inclusive, fixed hourly cost for Sign Language Interpreting Services as defined in Section B, Scope of Services.

Description	Minimum Hours	Emergency Rate Per hour	Holiday Rate Per hour	Standard Rate Per hour	Non – Standard Rate Per hour
On-site Interpreter	2				
Interpreter for television/public appearance	2				

C. RATES FOR SUPPLEMENT REQUIREMENTS FOR AUXILIARY AIDS AND SERVICES

Provide Offeror's all-inclusive rates for the supplemental aids and services below:

Aid/Service	Rate	Unit of Measure (e.g., per hour, per word)
Closed Captions		
Video Remote Interpreting (VRI)		
Communication Access Real-Time Translation (CART)		
Speech to Text		
Other (specify _____)		
Other (specify _____)		

END SECTION C

**SECTION D
EVALUATION OF OFFERS**

D.01 EVALUATION

Evaluation of Offers will be conducted by County staff and will consider all information submitted by each responsible and responsive Offeror, any clarification information provided by an Offeror, feedback received from Offeror’s references, and any other relevant information received regarding Offeror, to ascertain the ability of the Offeror to perform the scope of services as stated in this RFO. Each Offeror must ensure that its Offer contains all the information requested in this RFO and reflects Offeror’s best offer.

D.02 RECOMMENDATION FOR NEGOTIATION

A recommendation will be made as to the Offeror(s) with whom the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Offeror will be invited to enter negotiations led by the County Procurement Division.

D.03 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFO.

Criteria	Maximum Points
Approach	25
Capacity	25
Interviews / Presentations	15
Offeror & Team's Experience	20
Fee /Rates Offer	15

D.04 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Offeror(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION D

**SECTION E
NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

- a. The Offer will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all Offers become the property of Manatee County which has the right to use any or all ideas presented in any Offer submitted in response to this Request for Offer whether, or not, the Offer is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Offeror, including actions or claims arising from County's non-disclosure of the trade secret materials.

E.02 AGREEMENT

The selected Offeror(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFO or the resulting successful Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

E.03 AWARD

County may not make award to an Offeror who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Offeror attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Offeror's statement is discovered to be false, Offeror will be subject to suspension and/or debarment and County may terminate any contract it has with Offeror.

Award of an agreement is subject to the successful negotiations and the approval of either the Purchasing Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

END SECTION E

ATTACHMENT A ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Offeror's information below:

Name of Offeror	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Official	Signature of Authorized Official
	Date

**ATTACHMENT B
OFFER SIGNATURE FORM**

The undersigned represents that:

- (1) by signing the Offer, that he/she has the authority and approval of the legal entity purporting to submit the Offer and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Offer are true and correct;
- (3) if the Offeror is selected by County to negotiate an agreement, that Offeror's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFO;
- (4) by submitting an Offer and signing below, the Offeror agrees to all terms and conditions in this RFO, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Offeror, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Offeror's information below:

Name of Offeror	Telephone Number
Street Address	City/State/Zip
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer Date

ATTACHMENT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by _____.
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Offerors or prospective Offerors in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201____ by_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires _____ . _____ Notary
Public Signature

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

Attachment E
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM 1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFP No. 18-R068261AJ, Emergency Management Sign Language Interpreting Consultant

Proposer must fully complete and return this form with its Proposal.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Firm Name (print)

Signature

Date

Printed Name and Title

FORM 2
DEBARMENT AND SUSPENSION

RFP No. 18-R068261AJ, Emergency Management Sign Language Interpreting Consultant

Proposer must fully complete and return this form with its Proposal.

By signing below, Proposer confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Signature

Date

Printed Name and Title

Printed Firm Name

FORM 3

Byrd Anti-Lobbying Amendment

RFP No. 18-R068261AJ, Emergency Management Sign Language Interpreting Consultant

Proposer must fully complete and return this form with its Proposal.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Signature

Date

Printed Name and Title

Printed Firm Name

FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 18-R068261AJ, Emergency Management Sign Language Interpreting Consultant

Proposer must fully complete and return this form with its Proposal.

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. _____

Address. _____

County. _____

State. _____

Zip. _____

Signature

Title

Printed Name

Date