



REQUEST FOR PROPOSALS

SPOKEN LANGUAGE INTERPRETER SERVICES

SIXTH JUDICIAL CIRCUIT

Pinellas and Pasco Counties

(Clearwater, St. Petersburg, New Port Richey, Dade City)

RFP 04-02-2018

Issued: April 2, 2018

**Response to Request for Proposals Submission Deadline:
NO LATER THAN May 2, 2018 @ 5:00 pm**

PURPOSE

The Sixth Judicial Circuit (the Court) seeks sealed proposals from qualified vendors to provide Supreme Court Certified, Language Skilled, or Provisionally Approved spoken language interpreters for all foreign languages other than Spanish. The Court is soliciting for one firm to provide interpreters for court proceedings in all of the Circuit's courthouses for criminal, juvenile delinquency, and all other proceedings in Pasco and Pinellas Counties when a language interpreter is scheduled for a need in accordance with Florida Rules of Judicial Administration Rule 2.560 and Administrative Order 2015-058. These include the services of Certified, Language Skilled, and Provisionally Approved language interpreters for:

1. Criminal or juvenile delinquency proceeding in which a non-English speaking person is the accused;

2. Criminal or juvenile delinquency proceeding in which a non-English speaking person is a victim, unless the Court finds that the victim does not require the services of a court-appointed interpreter;

3. All other proceedings in which a non-English speaking person is a litigant if the Court determines that the litigant's ability to comprehend English deprives the litigant of an understanding of the court proceedings, that a fundamental interest is at stake (such in a civil commitment, termination of parental rights, paternity or dependency proceeding), *and* no alternative to the appointment of an interpreters exists. These may include:

- a. Civil commitment or treatment for:
 - i. sexually violent predators (under the Jimmy Ryce Act);
 - ii. mental health concerns (under the Baker Act);
 - iii. drug or alcohol abuse (under the Marchman Act);
 - iv. tuberculosis (under Chapter 392);
 - v. sexually transmissible disease (under Chapter 384);
 - vi. treatment under living wills, health care surrogate directions, and healthcare advance directions (Rule 5.900 proceedings); and
 - vii. other guardianship proceedings that may lead to a defendant's civil commitment or treatment (under Chapters 393, 415, 744 or 765).
- b. Termination of parental rights (Chapter 39 or Chapter 63);
- c. Paternity and child support proceedings;
- d. All dependency proceedings (Dependency shelter, adjudication, judicial reviews, proceeding to waive parental notification of abortion proceedings, and other dependency cases);
- e. Divorce and child custody cases involving an indigent spouse/parent; and
- f. Dating, domestic, repeat and sexual violence injunctions.

4. And proceedings in which a non-English speaking person is a witness, when required by the Florida Evidence Code.

The Court intends to contract with one firm to provide foreign language interpreters for all of the above proceedings. The Sixth Judicial Circuit reserves the right to contract with multiple

bidders if it appears that any one firm cannot meet all of the Courts needs, or if it appears otherwise to be in the best interest of the Court to contract with multiple providers. Also, when the Court's need for interpreters arises unexpectedly, the Court intends to use Language Line or another stopgap service.

As mentioned, the Court is specifically soliciting for interpreters for language other than Spanish. Still, the Court may request Spanish interpreter services from the selected Vendor according to the needs of the Court. The Court typically obtains Spanish interpreter services through its own employee-interpreter and freelance Certified and Provisionally Approved Spanish interpreters.

The Court reserves the right to accept or reject any and all proposals, in whole or in part, or to waive any informality, and to base all conclusions, decisions, and actions on what the Court determines is in the best interest of the Sixth Judicial Circuit and the State Courts System. For any contract awarded using this Request for Proposals (RFP) process, services will begin July 1, 2018, and continue through June 30, 2019, with the possibility of renewal for three one-year periods.

In accordance with Florida Rule of Judicial Administration 2.560(e)(1) and the Florida Rules for the Certification and Regulation of Spoken Language Court Interpreters (Rule 14), Florida courts are required, whenever possible, to use a Supreme Court Certified, Language Skilled, or Provisionally Approved interpreter. Accordingly, all vendors wishing to provide these services must be able to supply the Court with such interpreters, and must comply with Administrative Order 2015-058 and Rule 14.

BACKGROUND

The Court is seeking to enter into a contract with one firm to provide all of the Court's spoken language needs in Pasco and Pinellas Counties. During the State fiscal year of July 1, 2016 through June 30, 2017, the Court spent approximately \$264,136.00 for interpreting services in Pasco and Pinellas Counties. The Court used several contractors to obtain those spoken language-interpreting services. The current rates are provided below, in "Scope of Services." The spoken languages most often requested by the Court include: Arabic, Albanian, Bosnian, Cambodian, French, Greek, Haitian Creole, Laotian, Mandarin (Chinese), Polish, Portuguese, Russian, and Vietnamese. The successful bidder should have Certified, Language Skilled, or Provisionally Approved interpreters for those languages readily available to schedule for court proceedings. On average, the Court requires a scheduled interpreter for languages other than Spanish approximately 40 times each month.

DEFINITIONS as used in this Request for Proposal

"13 most frequently needed spoken languages" means the spoken languages other than Spanish that are most often requested by the Court, and includes: Arabic, Albanian, Bosnian, Cambodian, French, Greek, Haitian Creole, Laotian, Mandarin (Chinese), Polish, Portuguese, Russian, and Vietnamese.

"AOC" means the Administrative Office of the Courts.

"Bidder", "proposer", and "vendor" each refer to a firm that submits a response to this RFP.

"Spoken language" refers to all spoken languages other than English; for the purposes of this RFP,

it does not include sign language.

“Interpreting services” includes interpretation of spoken language and translation of written language.

“Language” refers to all spoken languages other than English.

“Language interpreter” means a language interpreter who meets the qualifications as a “Certified Court Interpreter,” Language Skilled or Provisionally Approved”, as defined in Rule 14.100, Florida Rules for Certification and Regulation of Court Interpreters.

“Pasco County” means any Courthouse or Jail Facility located in Pasco County, Florida.

“Pinellas County” means any Courthouse or Jail Facility located in Pinellas County, Florida.

REFERENCES

Florida Rules of Judicial Administration Rule 2.560 is available on The Florida Bar website www.floridabar.org, under “Rules.”

The Florida Rules for the Certification and Regulation of Spoken Language Court Interpreters (Rule 14) and other information for interpreters are available on the Florida State Courts’ website at www.flcourts.org/resources-and-services/court-services/court-interpreters.shtml). To access just the amended rules, see [Florida Rules for Certification and Regulation of Spoken Language Court Interpreters](#).

Sixth Judicial Circuit Administrative Order 2015-058 is available on the Court’s website at www.jud6.org/LegalCommunity/AdministrativeOrders.html), under 2015 administrative orders and the “Interpreters” administrative orders.

The Florida Statutes mentioned in this RFP are available at Online Sunshine, at www.leg.state.fl.us.

MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications:

1. Will have engaged in the provision of court interpreting services in the Sixth Judicial Circuit or nearby counties for a minimum of the last two years, or show sufficient other experience and qualities to reliably and capably provide interpreting services for the Court.
2. Must currently employ or contract with, or demonstrate the ability to employ or contract with, enough language interpreters that are experienced and proficient with in-court interpretation to adequately service the needs of the Court.
3. Will provide a list of the interpreters who it intends to use to provide the Court with the required services, and each interpreter’s designation. The interpreters must be Certified, Language Skilled or Provisionally Approved and registered with the Florida State Courts System.
4. Must demonstrate for any interpreter who it might use that is not Certified, Language

Skilled, or Provisionally Approved, that the interpreter:

- a. Has a minimum of two years court interpreting experience.
- b. Accepts full responsibility for technical accuracy of interpretation.
- c. Has an extensive knowledge of court practices and procedures.
- d. Is skilled, knowledgeable, and dedicated to achieving and maintaining a high level of professionalism.
- e. Is proficient in the English language, legal terminology, court practices, procedures, and professional responsibility.
- f. Has an extensive knowledge and expertise interpreting English to a designated language and vice versa.
- g. Successfully completed a criminal history law enforcement background check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency. Proposer will agree to notify the AOC when any background check indicates any history of criminal activity by an individual interpreter.
- h. Is not an employee within the State Courts System.

SCOPE OF SERVICES

The successful bidder will provide Supreme Court Certified, Language Skilled, or Provisionally Approved spoken language interpreters as defined in Rule 14.100 and in accordance with Rule 2.560 and Administrative Order 2015-058. All individual interpreters for a language interpreter firm must be Certified, Language Skilled or Provisionally Approved.

On an as needed basis, the Court is seeking these interpreter services for the following locations: County Justice Center in Clearwater, St. Petersburg Judicial Center and 501 Building, Clearwater Courthouse, Clearwater Historic Courthouse, North County Traffic Courthouse, South County Traffic Courthouse, and Pinellas County Jail facility in Clearwater; as well as the West Pasco Judicial Center in New Port Richey, the Robert D. Sumner Judicial Center in Dade City and the Land O'Lakes Jail facility in Pasco County:

- Circuit Court Felony Proceedings – in Court
- County Court Misdemeanor Proceedings – in Court
- Advisory appearances proceedings – in County Jail facilities
- Circuit Court Capital proceedings – in Court
- County Court Traffic Proceedings – in Court
- Juvenile Court Criminal proceedings – in Court

Proceedings noted above include scheduled proceedings (trials, motions, advisories, hearings) and unscheduled emergency proceedings (motions, advisories, and other hearings subject to the availability of the successful bidder) to be held in chambers, courtrooms, conference rooms and jail facilities. Other proceedings may include but are not limited to jury or non-jury trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings and all other related matters as requested by the Court.

Additionally, in fulfilling the services described above, the successful proposer must

provide timely submission of invoices and backup material to the Administrative Office of the Courts (AOC) fiscal department.

The Court intends to contract with one firm to cover all of the Circuit's scheduled spoken language interpreting needs (other than Spanish) in Pasco and Pinellas Counties. The successful bidder will provide all services describe in this RFP. A copy of a draft contract to provide these services is attached to this RFP (see Attachment A). Any entity interested in submitting a proposal in response to this RFP should review the draft contract to ensure that they are able to meet all contractual requirements.

The Court in no way implies or guarantees any minimum expenditure as part of the resultant contract(s). *The Court anticipates the same or less funding for the next contract period, therefore it is looking to expend no more than it has in recent fiscal years.* Because the Court is seeking to fulfill its scheduled interpreter needs with only one firm (which will be expected to provide a performance bond), the Court will consider bids that include a flat monthly stipend with a lower rate structure. The expected rates paid by the Court to spoken language interpreter firms include:

1. For interpretation of all languages except Greek and Spanish, the Firm will be paid \$90 per hour when a Certified Court interpreter or Language Skilled interpreter provides the service, and \$80 per hour when a Provisionally Approved interpreter provides the service, and \$70 per hour when a registered interpreter provides the service, and \$65 per hour when another interpreter found competent by the Court or an unregistered interpreter provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

2. For interpretation of Greek, the Firm will be paid \$90 hour when a Certified Court interpreter or Language Skilled interpreter provides the service, and \$85 per hour when a Provisionally Approved interpreter provides the service, \$70 per hour when a registered interpreter provides the service, and \$65 per hour when another interpreter found competent by the Court or an unregistered provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

3. For interpretation of Spanish, the Firm will be paid \$70 hour when a Certified Court interpreter or Language Skilled interpreter provides the service, \$60 per hour when a Provisionally Approved interpreter provides the service, \$55 per hour when a registered interpreter provides the service, and \$50 per hour when another interpreter found competent by the Court or an unregistered interpreter provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

4. For translation of all languages except Greek and Spanish, the Firm will receive \$60 per standard 8 ½ inch by 11-inch document page. For translation of Greek, the Firm will receive \$55 per standard 8 ½ inch by 11-inch document page. For translation of Spanish, the Firm will receive \$45 per standard 8 ½ inch by 11-inch document page.

5. For services provided on workdays before 8:00 a.m. or after 5:00 p.m., and on weekends, and on Court holidays, the Firm may bill an additional \$5 per hour for the applicable rate. Additional time above the minimum will be payable in ¼ hour increments.

6. The Firm may bill a flat fee of \$35 per day for travel time for each interpreter who travels to a job for the Court from their home or office within Pasco, Pinellas, or Hillsborough Counties. The Firm may bill a flat fee of \$50 per day for travel time for each interpreter who travels to a job for the Court from a county outside of Pasco, Pinellas, or Hillsborough counties. The Court will not pay mileage.

7. When the Court cancels the scheduled services less than 24 hours before the scheduled service, the Court will pay a cancellation fee equal to the applicable two-hour minimum. When the Court cancels the scheduled services 24 or more hours before the scheduled service, but less than 48 hours before the scheduled service, the Court will pay a cancellation fee equal to the applicable one-hour rate. No cancellation fee will be paid for services canceled 48 hours or more before the scheduled service.

The successful provider is expected to enter into a contract to provide the language interpreter services through June 30, 2019. The Court may annually renew the contract for three years.

COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

The Court intends to contract with one firm, but reserves the right to award more contracts to provide the required services as deemed to be in the Court's best interest.

Any awarded contractor and its employees or subcontractors will provide the services required herein strictly under a contractual relationship and are not, nor will be, construed to be an employee, agent, partner, or joint venturer of the Court or the State of Florida. As an independent contractor, the awarded contractor will pay any and all applicable taxes required by law; will comply with all pertinent Federal, State, and local laws including the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act and any and all relevant employment laws. The contractor will be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractor's wages or salaries. Fringe benefits will be the responsibility of the contractor(s) including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.

As an independent contractor, the awarded contractor will hire, compensate, supervise, and terminate members of its work force. It will direct and control the manner in which work is performed including conditions under which individual interpreter's will report; when, where and the manner in which its interpreters will report; and the job assignments of its individual interpreters subject to the requirements of the Court. It will set the hours of work for members of its work force in accordance with Court needs. Office space for purposes of managing contract services or otherwise fulfilling duties pursuant to the scope of work **will not** be provided.

Prior to commencing work the successful proposer(s) will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The Court anticipates that any **contract awarded as a result of the RFP will begin on or about July 1, 2018, for an initial term of 12 months through June 30, 2019.** The contract may be renewed for an additional period of time upon the written mutual consent of the contractor and the Court. The renewal option will be exercised only if all original contract terms, conditions, and prices remain the same.

The contractor will not be exclusively bound to the Court and may provide interpreting services to other private and public entities.

PERFORMANCE BOND

The Court intends to contract with one firm to cover all of the Circuit's scheduled spoken language interpreting needs (other than Spanish) in Pasco and Pinellas Counties. Because the Court seeks to fulfill its scheduled interpreter needs with only one firm, the selected firm must provide a performance bond payable to the Court in the amount of \$5,000 to ensure fulfillment of its contract with the Court. The surety company issuing the bond must meet the requirements of § 287.0935, Florida Statutes (2017). The bond will be incorporated by reference into the Court's contract with the successful bidder. The Court may consider the firm's failure to perform any or all of the services required under the contract, or failure to maintain any of the requirements contained therein, as a breach of contract, whereupon the Court may access the bond to cover any foreign language interpretation or translation services-not-performed for the remaining term of the agreement.

INSURANCE REQUIREMENTS

The successful proposer will procure, pay for and maintain appropriate insurance during the duration of any contract award under this process. The insurance must contain at a minimum the following provisions, coverage, and policy limits of liability:

1. Workers' compensation in compliance with Florida Statutes, statutory limits and employers' liability.
2. Comprehensive general liability coverage, including bodily injury and property damage liability in the minimum amount of \$100,000 combined single limit, each occurrence.
3. The State of Florida and the Court must be endorsed to the required policy or policies as an additional named insured.
4. Court Interpreter hereby waives subrogation rights for loss or damage against the Court and the State of Florida. On entering the contract with the Court, the interpreter must furnish a copy of the policies or insurance described above and any endorsements thereto to the Court. Any required certificates of insurance must name the types of policies/coverage provided, and refer specifically to the sections of this document in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of this contract, renewal certificates of insurance must be furnished to the Court 30 days prior to the date of their expiration.

OTHER PROVISIONS

1. **Cost of Proposal Preparation:** All costs associated with the development and submission of a proposal, Vendor question(s), transmittal letter, and delivery are fully the responsibility of the Vendor. The Court will not be liable in any way for costs incurred in the preparation and delivery of responses to the RFP or for any expenses associated with subsequent discussions.
2. **Independent Price Determination:** A Vendor must not collude, consult, communicate, or agree with any other Vendor regarding this RFP on any matter relating to the Vendor's cost of

proposal. This requirement should not be construed to limit or restrict one or more entities from collaborating on a joint proposal.

3. **Conflict of Interest:** This RFP is subject to chapter 112 of the Florida Statutes. Vendors must disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Vendors must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

4. **Prohibited Vendors**

- a. In accordance with § 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 a bid, proposal, or reply on a contract to provide any goods or services 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 a public entity for a period of 36 months following the date of being placed on the convicted Vendor list. Accordingly, each Vendor must certify that he or she has read and understands the provisions of § 287.133, Florida Statutes, and that the Vendor is not prohibited from submitting a proposal or from contracting with the Sixth Judicial Circuit to provide these services.
- b. In accordance with § 287.134, Florida Statutes, an entity or affiliate placed on the discriminatory Vendor list may not submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a Vendor, supplier, sub-Vendor, or consultant under a contract with any public entity; or transact business with any public entity. Accordingly, each Vendor must certify that he or she has read and understands the provisions of § 287.134, Florida Statutes, and that the Vendor is not prohibited from submitting a proposal or from contracting with the Sixth Judicial Circuit to provide these services.

5. **Vendor's Representation and Authorization:** In submitting a proposal, each Vendor understands, represents, and acknowledges the following (if the Vendor cannot so certify to any of following, the Vendor must submit with its proposal a written explanation of why it cannot do so).

- a. The Vendor is not currently under suspension or debarment by the State or any other governmental authority.
- b. To the best of the knowledge of the person signing the response, the Vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. To the best of the knowledge of the person signing the response, the Vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- d. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent nor potential respondent and they will not be disclosed before the solicitation opening.
- f. The Vendor has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- g. Neither the Vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - i. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - ii. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- h. The services offered by the Vendor will conform to the specifications in this RFP.
- i. If an award is made to the Vendor, the Vendor agrees that it intends to be legally bound to the Contract that is formed with the Sixth Judicial Circuit.
- j. The Vendor has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal.
- k. The Vendor will indemnify, defend, and hold harmless the Sixth Judicial Circuit and State of Florida and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Vendor's preparation of its proposal.
- l. All information provided by, and representations made by, the Vendor are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement will be treated as fraudulent concealment from the Court of the true facts relating to submission of the proposal. A misrepresentation is punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

6. **Firm Response:** The Court may make an award within 45 days after the date of the RFP submission deadline, during which period responses must remain firm and may not be withdrawn. If award is not made within 45 days, the responses will remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that its response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

7. **Clarifications/Revisions:** Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

8. **Minor Irregularities/Right to Reject:** The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

9. **Contract Formation:** The Court will issue a notice of award, if any, to the successful respondent(s), however, no contract will be formed between respondent and the Court until the Court signs the Contract. The Court is not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

10. **Contract Overlap:** Each respondent must identify any products covered by this solicitation that it is currently authorized to furnish under any state, county, or city contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

11. **Public Records:** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent must clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

PROPOSAL CONTENT

Proposals must not exceed 20 pages in length, exclusive of required forms or attachments, and contain, at a minimum, the information listed below. **The Court may consider any proposal that does not include the minimum information as not responsive to this RFP, and may preclude it from further evaluation:**

1. Proposer Information:

- a. Vendor's official business name, address (both physical and mailing), telephone and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the State of incorporation;
- b. Name of Owner;
- c. FID Number or Social Security Number;
- d. Length of time in business;

- e. Location(s) of business operations;
- f. Individual / Firm's qualifications;
- g. Qualifications and experiences of corporate officer(s) and/or key personnel;
- h. Names and qualifications of language interpreter employees, subcontractors, or agents;
- i. Description of support staff;
- j. Evidence of meeting qualification requirements set forth herein;
- k. Current financial statement; and
- l. Proof of the ability to obtain a performance bond in the amount of \$5,000, as stated in the proposed contract, Appendix A to this RFP.

2. Statements – The proposal must include the following statements:

- a. Statement indicating an understanding of the project and the requirements thereof;
- b. Statement explaining the Vendor's experience and performance in providing the services sought under this RFP, including the names of other entities for which the Vendor has provided regular interpreter services.
- c. Statement that acknowledges you have read the "Other Provisions" section of this RFP and that you are in compliance with that section and that the proposal has been prepared and submitted consistent with the requirements in that section.
- d. Statement that you have reviewed Sixth Judicial Circuit Administrative Order 2015-058, Rule 2.560, and Rule 14, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters, especially Part III, "Code of Professional Conduct", and that you agree to provide services in accordance with those directives.

3. Grievance Plan – Include a description of how complaints concerning fees, errors, tardiness, etc. against individual interpreters or the firm are handled by the firm.

4. Quality Assurance – Include the firm's statement of commitment to quality assurance; the firm's capability and plan to guarantee the appearance of court language interpreters for proceedings; plan(s) for hiring, training, and performance evaluation of employees.

5. References – Include the name, address, and telephone number of at least two clients for whom similar services are or have recently been performed.

6. Fee Structure - The Court reserves the right to negotiate any or all proposed fees prior to any agreement/award. As required by Rule of Judicial Administration 2.560(e)(1), whenever possible, when the Court requires an interpreter, the Court must appoint a Certified, Language Skilled, Provisionally Approved or other duly qualified interpreter, as defined in Rule 14.100. The Court may pay a higher rate for a Certified interpreter than would be paid to a Language Skilled or Provisionally Approved interpreter. For Greek and Spanish, and for any other language for which might have a separate rate, you must clearly identify that in your proposal. Please provide fees for each of the following:

- a. Appearance Fees for "Certified" interpreters
 - i. Hourly Rate
 - ii. Minimum Rate, may not be more than 2 times the Hourly Rate
 - iii. Quarterly rate after minimum appearance rate

- b. Appearance Fees for “Language Skilled” interpreters
 - i. Hourly Rate
 - ii. Minimum Rate, may not be more than 2 times the Hourly Rate
 - iii. Quarterly rate after minimum appearance rate
- c. Appearance Fees for “Provisionally Approved” interpreters
 - i. Hourly Rate
 - ii. Minimum Rate, may not be more than 2 times the Hourly Rate
 - iii. Quarterly rate after minimum appearance rate
- d. Appearance Fees for language interpretation services that commence on weekends, holidays or after 5:00 PM on a normal workday
 - i. Hourly Rate
 - ii. Minimum Rate
- e. Charges for no-show, cancelation without notice
- f. Charges for cancelation with 24-hours’ notice before the scheduled appearance
- g. Charges for cancelation with 48-hours’ notice before the scheduled appearance
- h. Definition of “Notice” as it relates to cancelation of scheduled services
- i. Travel Fees (if any—only a flat rate for travel time to and from each callout to a specific location within the Sixth Judicial Circuit may be charged; mileage will not be paid)
- j. Reimbursement fee for an interpreter who fails to appear for a scheduled hearing, resulting in the hearing having to be rescheduled
- k. Other Charges

SUBMITTAL REQUIREMENTS

1. Proposals **must** be typed on white letter-size paper and each element of the RFP must be addressed in a clear, concise manner. Each element must be labeled and indexed.

2. One original marked “ORIGINAL”, and four copies, each marked “COPY”, are required of each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

**“RFP 04-02-2018” - Spoken Language Interpreter Services
Sixth Judicial Circuit
Due: 5:00 PM, May 2, 2018**

3. Any proposal received after the advertised deadline **will not** be considered for award.

4. The sealed package must be submitted to:

**Office of Court Counsel, Sixth Judicial Circuit
501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701**

To deliver your sealed package in person, you must pre-arrange delivery by calling

(727) 582-7424. **NOTE: we will not accept certified mail deliveries.**

5. The Courts will not be liable in any way for any costs incurred by vendors in the preparation and delivery of their responses to the RFP nor for any subsequent discussions.

EVALUATION OF PROPOSALS

The AOC and the Court Counsel’s Office will evaluate each proposal. The Trial Courts Administrator or her designee reserves the right to request face to face interviews of any or all respondents as may be necessary toward a fair and equitable proposal evaluation. The Trial Courts Administrator and the Court Counsel will make recommendations for award to the Chief Judge of the Sixth Judicial Circuit. The Sixth Judicial Circuit intends to award a contract to the proposer with the highest ranking for the required services. The Chief Judge may award contracts to more than one proposer, re-solicit for proposals, or take other action as deemed appropriate in his discretion to meet the needs of the Court.

The following criteria are the basis for award of this proposal:

<p>Ability of the proposer to provide the required services as determined by evaluation of the Proposal including but not limited:</p> <ul style="list-style-type: none"> • to the names and availability of Certified, Language Skilled, or Provisionally Approved interpreters for the 13 most frequently needed spoken languages identified in this RFP and their designations, who are associated as employees, subcontractors, or agents with the firm; • the names and availability of any other interpreters whom the firm anticipates providing for the 13 most frequently needed spoken languages; • the names and availability of interpreters for other spoken languages and their designations, who are associated as employees, subcontractors, or agents with the firm; • sufficient qualified support staff for the firm; • experience/historical performance of the vendor; and • proof of ability to obtain a performance bond of at least \$5,000. 	50
Rates for appearances and other charges as described above for “Fee Structure” as shown in a complete Fee Structure	35
Rates for translation of court documents	5
<p>Compliance with Response to Proposal, including but not limited to:</p> <ul style="list-style-type: none"> • Complete vendor information; • Grievance Plan; • Commitment to quality assurance; • Required statements; and • References 	10
Total possible score	100

INQUIRIES

Any questions or requests for additional information regarding this RFP must be in writing

via mail, electronic mail, or fax directed to the person designated below, *and received no later than April 16, 2018*. All questions or requests for additional information must include vendor name, address and phone number. Telephone inquiries **will not** be accepted.

All questions and answers will be posted to the Courts website (www.jud6.org) by the close of business on the next work day, or as soon thereafter as practicable.

Mail or fax inquiries must be addressed as follows:

Jennifer Parker, Court Counsel

501 1st Avenue North, St. Petersburg, FL 33701

Re: QUESTION - RFP 04-02-2018 - Spoken Language Interpreter Services

Fax: (727) 582-7438

Email inquiries must include the subject line “QUESTION - RFP 04-02-2018 - Spoken Language Interpreter Services” and be sent to: sixthcircuitcontracts@jud6.org.

Potential Vendors must not communicate with any Sixth Judicial Circuit personnel concerning this RFP, except for the contact person identified above, and then, only by the means indicated. Violation of this requirement may result in rejection of a proposal from the Vendor making the communication.

SCHEDULE OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the Chief Judge determines, in his sole discretion, that it is necessary to change any of these dates and times, the Court will issue an addendum to this proposal.

Advertisement of RFP	April 2, 2018
Deadline for Questions	April 16 @ 5:00 PM
Deadline to request Bidders’ meeting	April 16 @ 5:00 PM
Bidders’ meeting (if requested)	April 23
RFP Submission Deadline	May 2 @ 5:00 PM
Complete Review of Proposals	May 11
Posting of Intent to Award Contract(s)	May 15 @ 5:00 PM
Contract services begin	July 1, 2018

ADDENDUM

Any clarification or additional information that may substantially affect the outcome of this RFP will be provided in the form of a written addendum. Any addendum will be posted on the Sixth Judicial Circuit website at: www.jud6.org/LegalCommunity/CourtContractedServices.html under the “Court Contracted Services” page and then listed under “Interpreters - Foreign.”

POSTING OF SELECTED VENDOR

The Vendor selected for award of a contract will be listed for a period of at least 72 hours on the Court’s website at www.jud6.org/LegalCommunity/CourtContractedServices.html under the “Court Contracted Services” page and then listed under “Interpreters - Foreign.” Any protest concerning this solicitation must be made in accordance with section 6.10 of the State Courts System Purchasing Directives.

ATTACHMENT A

**IN THE CIRCUIT COURT, SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO AND PINELLAS COUNTIES, FLORIDA**

**AGREEMENT FOR FOREIGN SPOKEN LANGUAGE
INTERPRETATION AND TRANSLATION SERVICES**

This agreement is entered into by and between the Sixth Judicial Circuit Court, in and for Pasco and Pinellas Counties, Florida (the Court), and _____ (Firm).

The Chief Judge of the Sixth Judicial Circuit has appointed and designated _____, as a vendor of foreign spoken language interpretation and translation services in Pasco and Pinellas Counties.

In consideration of the mutual covenants and provisions contained herein, the Court and the Firm agree as follows::

1. SCOPE OF SERVICES:

- a. Subject to the needs of the Court, the Firm must:
 - i. Furnish language interpretation and translation services to the Sixth Judicial Circuit Court, Pasco and Pinellas Counties, Florida, to interpret and translate in-court and out-of-court proceedings for all courts of the Sixth Judicial Circuit.
 - ii. Services will be provided at the Robert D. Sumner Judicial Center; West Pasco Judicial Center; the Pasco County Jail in Land O'Lakes; and such other facilities within Pasco County as required by the Court. And at the St. Petersburg Judicial Building and the 501 Building; the Clearwater Courthouse; the Clearwater Historic Courthouse; the Pinellas County Justice Center; North County Traffic Court; South County Traffic Court; the Pinellas County Jail; and such other facilities within Pinellas County as required by the Court.
 - iii. Interpretation and translation services include both spoken and written translations for all foreign languages into English and spoken and written translations from English into the language required by the Court.
- b. Services provided by the Firm must meet the following minimum standards:
 - i. All interpretation and translation services must be provided in accordance with the Florida Evidence Code; Administrative Order No. 2015-058; Rule 14, the Florida Rules for Certification and Regulation of Court Interpreters (Rule 14); the Rules of Judicial Administration; and any other subsequent or applicable rule, law, or administrative order.
 - ii. When providing an interpreter, first provide an interpreter whom the Office of the State Courts Administrator (OSCA) has designated under Rule 14 as a "Certified Court Interpreter" (Certified) or "Language Skilled" interpreter. If the Firm cannot provide a Certified or Language Skilled interpreter, the Firm must provide an interpreter whom OSCA has designated under Rule 14 as "Provisionally

Approved.” If the Firm cannot provide an interpreter with any designation, the Firm must provide an interpreter who is otherwise registered with OSCA in accordance with the Rules for Certification and Regulation of Court Interpreters who is competent to interpret the specified proceedings. If the Firm cannot provide an interpreter with any designation or one registered with OSCA, subject to the Court’s approval, the Firm may offer to provide an interpreter whom the Firm has determined is competent to interpret for the specified proceedings.

- iii. The Firm must promptly confirm or reject all requests for services within one business day of the request, unless the request is made within one business day of the scheduled date of the services. If the request is made within one business day of the scheduled date of the services, the Firm must accept/confirm or reject the request as soon as practicable. Confirmations of requests must include the first and last name of the individual interpreter(s), and whether OSCA has designated the individual(s) as a Certified Court Interpreter, Language Skilled, or Provisionally Approved. When the Firm has confirmed a request for services, the Firm must provide any notice of cancellation of that confirmation as soon as possible and not later than 24 hours prior to the scheduled service.
 - iv. For trials scheduled for one day or longer, the Firm will provide two interpreters.
- c. If services meet the minimum performance standard, the Court will compensate the Firm as set out in section 4, Compensation. If services do not meet the minimum performance standard, the Court will apply the appropriate financial consequence:
- i. If interpretation or translation services do not meet the standards in the Florida Evidence Code; Administrative Order No. 2015-058; Rule 14; the Rules of Judicial Administration; or any other subsequent or applicable rule, law, or administrative order, the Court will refuse to pay invoices for the services that failed to meet the relevant standards.
 - ii. If the Firm is unable to provide an interpreter designated Certified or Language Skilled, the Firm will be compensated based on the rates for Provisionally Approved or other interpreters as provided in section 4, Compensation.
 - iii. If the Firm does not accept/confirm or reject a request for services within the time period in subsection b. iii., or does not provide the name and designation of the interpreter with a confirmation, the Court may seek other arrangements for translation and interpretation, and if the Court does so, the Firm will not be compensated for that request. If the Firm fails to give one business days’ notice of a cancellation, the Court will reduce the Firm’s next payment by \$40.
 - iv. If the Firm does not provide two interpreters for a trial scheduled for one day or longer, the Firm will only receive payment for one interpreter and the Court will reduce the Firm’s next payment by \$40 for each day that only one interpreter is present.

2. QUALIFICATIONS OF INTERPRETER: The Court will not pay for any expenses incurred by the Firm or the Firm’s employees, agents, or subcontractors to comply with these requirements. The Court reserves the right to deny approval or usage of any employee, subcontractor, or agent provided by the Firm.

a. **Professional Qualifications:** The Firm must ensure that each individual interpreter providing services to the Court [maintains or upgrades] their designation under Rule 14 as a Certified, Language Skilled, or Provisionally Approved interpreter, including remaining on the OSCA Registry of interpreters.

b. **Law enforcement background checks:** Except for an interpreter designated by OSCA as Certified, Language Skilled, or Provisionally Approved and on the OSCA Registry of interpreters, before an individual interpreter may provide services for the Court, the Firm must have a criminal history law enforcement records check. The Florida Department of Law Enforcement or a United States federal law enforcement agency must perform the check on the individual interpreter. The Firm must screen the results of the criminal history law enforcement records check for the individual interpreters against the following standard: Each interpreter is deemed to pass the law enforcement records check when that check reveals-

- i. No felony convictions;
- ii. No misdemeanor convictions within the previous six years; *and*
- iii. No older misdemeanor convictions that indicate a lack of honesty, trustworthiness, diligence, reliability, or impartiality.

For the purposes of this Agreement, “conviction” means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld.

c. **Affidavit:** On entry of this Agreement, and on the first business day in each July, October, January, and April thereafter, the President or other office of the Firm must submit an Affidavit that attests that each of the Firm’s individual interpreters (who is not an OSCA-designated Certified Court, Language Skilled, or Provisionally Approved interpreter), has successfully passed a law enforcement records check in accordance with the above standard. The Affidavit must be in the form supplied by the Court Counsel’s Office. The person making the Affidavit must submit to a law enforcement records check performed by the Court.

d. The Firm has a continuing obligation to ensure that a criminal history law enforcement records check is performed on an interpreter whom the Firm employs or subcontracts with after the Firm submits the above Affidavit, and to ensure that any such interpreter has passed the law enforcement records check in accordance with the above standard.

e. For any individual who does not pass the law enforcement records check, the Firm must inform the individual that he or she may provide service for the Court only after applying to the Court Counsel and obtaining approval of the Chief Judge.

f. **Required Reporting of Certain Events:** The Firm must require each individual interpreter to report the following events to the Firm: When the individual interpreter is-

- i. Named as the respondent in any injunction involving personal protection including dating violence, domestic violence, repeat violence and sexual violence and stalking, in any jurisdiction;
- ii. Named as a parent or guardian of a child in a dependency action in any jurisdiction;
- iii. Named as a party in any action within the Sixth Judicial Circuit;

- iv. Arrested, convicted, has adjudication withheld, pleads “no contest”, or enters a plea agreement for any offense other than a civil traffic infraction in any jurisdiction;
- v. Named as the respondent in any grievance, formal complaint, or disciplinary proceeding under Rule 14 by the Office of the State Courts Administrator or any other licensing or certifying authority; and when entering any non-confidential consent agreement with any licensing or certifying authority; or
- vi. Involved in any conduct that might reasonably be construed to disqualify a person from selection for service as an interpreter under the standards/qualifications specified in this agreement.

Before an interpreter who is involved in any event as named above may provide services for the Court, the Firm must report the event to the Sixth Circuit Budget Manager, Inass Riyad at (727) 464-6455 and obtain the Court’s approval for the use of that interpreter.

g. Conflict of Interest: When providing an interpreter for the Court, the Firm must not provide an interpreter who has a conflict of interest, including but not limited to:

- i. Involvement in a situation in which regard for a private interest of the interpreter tends to lead to disregard of the interpreter’s duties to the Court;
- ii. Employment or involvement in a business relationship or involvement in any other relationship by the interpreter or the interpreter’s family with any government entity or any party appearing before a court of the Sixth Judicial Circuit; or
- iii. Involvement in any other situation that may be a conflict of interest or a violation of Part III of Rule 14, the Code of Professional Conduct for court interpreters.

h. Quality Control: If the Court observes or is made aware of a problem with the Firm’s performance, whether in carrying out the Firm’s duties under this Agreement or in meeting responsibilities under the Rule 14 Code of Professional Conduct, the Firm will cooperate with Court staff in discussing the possible problem and with developing a plan of action to correct the problem as appropriate.

3. INDEPENDENT CONTRACTOR: The Firm is and will perform under this Agreement as an independent contractor, and nothing contained herein must in any way be construed to imply that the Firm or the Firm’s employees, subcontractors, or agents, are employees, partners, agents, or joint venturers of the Court or the State of Florida. The Firm is responsible for reviewing and complying with all pertinent State and federal laws including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. The Firm is responsible for reviewing and complying with all pertinent county and city ordinances. Costs for compliance with laws and ordinances are the sole responsibility of the Firm. Compliance must not result in any additional charge to the Court or to any person receiving services under this contract. Violation of this provision by the Firm will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

4. COMPENSATION: The Firm will be paid in accordance with the rates specified below. Prices will remain firm throughout the duration of the contract.

a. Other languages: For interpretation of all languages except Greek and Spanish, the Firm will be paid \$_____ per hour when a Certified Court interpreter or Language Skilled interpreter provides the service, and \$_____ per hour when a Provisionally Approved interpreter provides the service, \$_____ per hour when a registered interpreter provides the service, and \$_____ per hour when another interpreter found competent by the Court or an unregistered provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

b. Greek: For interpretation of Greek, the Firm will be paid \$_____ hour when a Certified Court interpreter or Language Skilled interpreter provides the service, and \$_____ per hour when a Provisionally Approved interpreter provides the service, \$_____ per hour when a registered interpreter provides the service, and \$_____ per hour when another interpreter found competent by the Court or an unregistered provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

c. Spanish: the Firm will be paid \$_____ hour when a Certified Court interpreter or Language Skilled interpreter provides the service, \$_____ per hour when a Provisionally Approved interpreter provides the service, \$_____ per hour when a registered interpreter provides the service, and \$_____ per hour when another interpreter found competent by the Court or an unregistered interpreter provides the service. The rate will be paid with a two-hour minimum with ¼-hour increments after the first two hours.

d. Translation: For translation of all languages except Greek and Spanish, the Firm will receive \$_____ per standard 8 ½ inch by 11-inch document page. For translation of Greek, the Firm will receive \$_____ per standard 8 ½ inch by 11-inch document page. For translation of Spanish, the Firm will receive \$_____ per standard 8 ½ inch by 11-inch document page.

e. After-hours Interpretation: For services provided on workdays before 8:00 a.m. or after 5:00 p.m., and on weekends, and on Court holidays, the Firm may bill an additional \$_____ per hour for the applicable rate. Additional time above the minimum will be payable in ¼ hour increments.

d. Travel: The Firm may bill a flat fee of \$_____ per day for travel time for each interpreter who travels to a job for the Court from their home or office within Pasco, Pinellas, or Hillsborough Counties. The Firm may bill a flat fee of \$_____ per day for travel time for each interpreter who travels to a job for the Court from a county outside of Pasco, Pinellas, or Hillsborough counties. The Court will not pay mileage.

e. Cancellations: When the Court cancels the scheduled services less than 24 hours before the scheduled service, the Court will pay a cancellation fee equal to the applicable two-hour minimum. When the Court cancels the scheduled services 24 or more hours before the scheduled service, but less than 48 hours before the scheduled service, the Court will pay a cancellation fee equal to the applicable one-hour rate. No cancellation fee will be paid for services canceled 48 hours or more before the scheduled service.

5. BILLING/PAYMENT/RIGHT TO AUDIT: Payment will be rendered only at the conclusion of services provided. Payment for services rendered will be made in accordance with § 215.422, Florida Statutes, on a case-by-case basis and only after invoice, orders, affidavits, and

documentation of each service is delivered in accordance with instructions from the Administrative Office of the Courts (AOC), Fiscal Office. The Firm must submit monthly invoices after the services are rendered; in any event, invoices must be submitted not later than 30 days after the end of the month in which services are performed. The Firm must use the standard invoice form provided by the AOC. Invoices for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For Court interpretation or translation services performed in Pinellas County, the Firm must submit invoices to the Administrative Office of the Courts, Fiscal Office, Pinellas County Justice Center, 14250 49th Street North, Room 2H, Clearwater, Florida 33762. For Court interpretation or translation services performed in Pasco County, the Firm must submit invoices to the Administrative Office of the Courts, West Pasco Judicial Center, 7530 Little Road, New Port Richey, Florida 34654.

The Firm must keep records of expenses pertaining to all services in accordance with generally accepted accounting principles and procedures. The Firm must keep all records relating to this contract in such a way as to permit their inspection pursuant to Rule of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

6. INSURANCE: The Firm must procure, pay for, and maintain insurance prior to commencing any work or services under this Agreement. The insurance must contain at a minimum the following coverage, policy limits of liability, and provisions:

a. At a minimum, coverage must provide:

- i. Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- ii. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury or bodily injury, including death, of not less than \$100,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$100,000, each occurrence, will be acceptable unless otherwise stated).

b. The insurance must be evidenced by delivery to the Court of:

- i. Certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Court, and listing all carriers issuing said policies; and .
- ii. A certified copy of each policy, including all endorsements. The insurance requirements must remain in effect throughout the term of the contract and any contract-extensions.

c. Each insurance policy must include the following conditions by endorsement to the policy:

- i. Each policy must require that at least 30 days prior to expiration, cancelation, non-renewal, or any material change in coverage or limits, a notice thereof will be given to the Court by certified mail to: Court Counsel, Sixth Judicial Circuit, 501 1st Avenue North, Suite 1000, St. Petersburg, Florida 33701. The Firm must also

notify the Court, in a like manner, within 24 hours after receipt, of any notices of expiration, cancelation, non-renewal or material change in coverage received by the Firm from its insurer. Nothing contained herein absolves the Firm of this requirement to provide notice.

- ii. Companies issuing the insurance policy or policies, have no recourse against the Sixth Judicial Circuit for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of the Firm.
 - iii. The term “Court” or “Sixth Judicial Circuit” includes all judges, departments, and other entities of the Sixth Judicial Circuit, Pasco and Pinellas Counties, and individual members and employees in their official capacities, or while acting on behalf of the Sixth Judicial Circuit.
 - iv. The Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, and the State of Florida must be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" must not apply to any insurance coverage currently held by the Sixth Judicial Circuit or the State Courts System, to any such future coverage, or to self-insurance of the Sixth Judicial Circuit or the State Courts System.
- d. The Firm hereby waives subrogation rights for loss or damage against the Sixth Judicial Circuit.
- e. The certificate of coverage for the above-required insurance is incorporated by reference into this Agreement. A copy is attached as Attachment D.

7. PERFORMANCE BOND: Firm agrees to supply a performance and labor and materials payment bond payable to the Sixth Judicial Circuit in the amount of \$5,000.00 to ensure fulfillment of this contract. The surety company issuing the bond must meet the requirements of § 287.0935, Florida Statutes (2017). The bond is incorporated by reference into this agreement. A copy of the bond is attached as Attachment E. The Court may consider the Firm’s failure to perform any or all of the services required under this agreement and the incorporated attachments, or failure to maintain any of the requirements contained therein, as a breach of contract, whereupon the Court may access the bond to cover any foreign language interpretation or translation services-not-performed for the term of the Agreement.

8. ENTIRETY OF AGREEMENT and GOVERNING LAW: This Agreement includes this Agreement for Foreign Language Interpretation and Translation Services as well as the following documents incorporated by reference:

Attachment A - Firm’s response to RFP 04-02-2018 Foreign Language Interpreter Services submitted by Firm to the Court and approved by the Court on _____, 2018, except as may be modified by this agreement;

Attachment B - RFP 04-02-2018 Foreign Language Interpreter Services issued by the Court on _____, 2018, and any addendums issued through closing of the solicitation;

Attachment C - the State Courts System “General Contract Conditions for Services” and the “Florida State Courts System Fraud Policy,” which are incorporated by reference. Both of the incorporated documents may be viewed on the Internet at www.flcourts.org/administration-funding/contract-conditions-for-services.stml. The version of the “General Contract Conditions

for Services” incorporated into this Agreement is the version of those conditions with an “effective date” that includes the date that this Agreement is signed by the Firm;

Attachment D - Certificate of Insurance Coverage. The Firm must provide the Court Counsel’s Office with a current Certificate and any new Certificate that may become effective during the term of this contract; and

Attachment E - Performance and Labor & Materials Payment Bond. The Firm must provide the Court Counsel’s Office with current Performance and Labor materials and any new Bond Certificate that may become effective during the term of this contract.

If there is a conflict between the terms of this Agreement and any of the documents incorporated by reference, then the conflict will be resolved as follows: the terms of this Agreement prevail over all other documents, and the remaining documents prevail in the order listed above. This Agreement may only be changed by an agreement in writing signed by both parties. This Agreement will be construed under and governed by the laws of the State of Florida. In the event that legal action is commenced regarding this contract, the Firm agrees venue will lie in Pinellas County, Florida.

9. CANCELATION OF AGREEMENT: The Court reserves the right to cancel this contract without cause giving 30 days prior notice to the Firm in writing of the intention to cancel or with cause if at any time the Firm fails to fulfill or abide by any of the terms or conditions specified. Failure of the Firm to comply with any of the provisions of this contract will be considered a material breach of contract and may be cause for the immediate termination of the contract at the discretion of the Court. The Firm may cancel this contract by giving 60 days written notice to the Court.

10. TERM OF AGREEMENT: This Agreement will begin on **July 1, 2018** or when signed by both parties whichever is later and will terminate on **June 30, 2019**, unless canceled or terminated as provided herein. This contract may be renewed at the discretion of the Chief Judge for additional terms up to 36-months after the initial contract term.

11. NOTICES: Except for the reporting of events as described in paragraph 2, above, the Firm must provide other notices required by this contract as follows:

The Firm must provide the Affidavit of Compliance with Background Check Requirements, and the Certificate of Insurance Coverage to:

Ms. Jennifer Parker, Court Counsel
Sixth Judicial Circuit
501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701

The Program must provide any other notice to:

Ms. Gay Inskeep, Trial Courts Administrator
Sixth Judicial Circuit
501 1st Avenue North, Room 645
St. Petersburg, FL 33701

END OF DRAFT CONTRACT