



## **Invitation for Proposal 2018-CC-250 Title: Spanish Translation of FDDC Products**

### **Attention Interested Parties**

**Date of Release:** Monday, April 2, 2018.

**Due Date:** All submissions must be received by 4:00 pm (EDT) on Thursday, May 3, 2018.

**Notification of Winning Proposal Results:** Thursday, May 17, 2018.

**Contact:** All questions related to this Invitation for Proposal shall be sent via email by April 11, 2018 to:

Cindy Tan, Special Projects Manager  
Florida Developmental Disabilities Council, Inc.  
124 Marriott Drive, Suite 203  
Tallahassee, FL 32301  
[proposal@fddc.org](mailto:proposal@fddc.org)

**QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORMAT ONLY. THIS IS A LEGAL PROCESS AND WE CANNOT ANSWER QUESTIONS VERBALLY. Answers to any questions received will be posted on the FDDC website (fddc.org) by April 16, 2018.**

**Cone of Silence:** For purposes of this solicitation, FDDC has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods or services (formal proposals, Request for Proposals, Invitation for Proposals, Request for Bids) issued by the FDDC with the exception of the formal written questions that may be submitted as described above. The period commences from the date of advertisement until award of contract.

**Applicable Laws and Regulations:** All applicable Federal and State laws, county and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the bid/proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**Funds Available:** The Florida Developmental Disabilities Council, Inc. (FDDC) has set aside a maximum of **\$125,000** federal funds for a period not to exceed 12 months for fiscal support of this proposal. The award will remain firm for the contract period unless addendums to the scope of work are required by the funder. Subsequent continuation contracts may be available throughout the Council's 2017-2021 State Plan contingent upon available funding and quality of work provided during this contract period.

**Funding Source:** 100% federal funds, CFDA#75-17-1536 from the U.S. Department of Health & Human Services, Administration on Intellectual and Developmental Disabilities, through FDDC.

**Ineligible Entities:** Federal regulations limit and restrict the ability of individuals or entities debarred or suspended by a Federal Agency from doing business with, or contracting for the use of federal funds with, the Council. See 29 CFR, Part 98; 45 CFR, Part 76.

**Evaluation of Award:** All proposals received by the due date and time will be evaluated by the FDDC. An offeror that meets the qualifications and price will be considered by the selection committee for an award. No work shall begin until a contract is executed by the FDDC. The FDDC reserves the right to reject any or all proposals.

**Project Contract Type:** Cost reimbursement based on review of deliverables that demonstrates a satisfactory level of performance and expenditures.

**Project Contract Period:** All work shall be completed within 12 months of the contract execution date.

### **Background and Purpose of Proposal**

The Council's State Plan prioritizes advocacy and communications efforts in conjunction with Florida's self-advocates, family members, and other key stakeholders to address needed changes to statutes, rules, policies, procedures and/or funding/staffing issues and empower self-advocates and family members to advocate for those changes.

According to the Migration Policy Institute, approximately 61.6 million individuals speak a language other than English at home. While the majority of these individuals are proficient in the English language, there remains an underserved population of individuals with Low English Proficiency (LEP). Efforts to ensure inclusion of individuals and families have become a priority in the states with the highest LEP concentrations, of which the state of Florida ranks fourth after California, Texas and New York.

Census data indicates that, as of 2013, more than one in four Floridians spoke a language other than English in their homes. As Spanish is the language nearly 20% of Florida's population speaks at home, translating materials will allow for greater outreach to an underserved population and impact how the content is received.

This project seeks to develop Spanish language translations of selected FDDC products.

The FDDC is seeking entities to submit a proposal who meet the following qualifications and can demonstrate the ability to fulfill the scope of work outlined in this proposal.

### **Preferred Qualifications:**

1. Have relevant experience in translating documents from English to Spanish.
2. Have documented language proficiency certification.
3. Have an established process for verifying the accuracy of the translation in conveying the intended meaning of the original text.

## **Scope of Work and Services to be Provided:**

### **1. Develop Spanish translations of the following FDDC products:**

- a. FDDC Annual Reports for 2017 and 2018 (estimated 15 pages each).
- b. FDDC Newsletters (2 per year, estimated 16 pages each).
- c. FDDC Brochure (1 page front and back).
- d. FDDC Website content – State Plan Goals, Objectives, and Activities; Council Initiatives; Legislative Platform (estimated 20 pages).
- e. Making the Most of Your Florida Medicaid and iBudget Services (12 pages).
- f. First Steps – A Guide to Your Child’s Development – proof and edit existing Spanish translation (340 pages).

### **2. Ensure that all translated products:**

- a. Are identical to the English version.
- b. Are presented in an appropriate manner.
- c. Use current terminology.
- d. Are culturally sensitive and include person-first language.

### **3. Submit an editable electronic file of the translated product.**

The Florida Developmental Disabilities Council Inc. and the Department of Health and Human Services shall have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, duplicate and disclose the developed products in whole or in part, in any manner, for any purpose whatsoever and to authorize others acting on behalf of the Council to do so.

## **Sections for Offeror to Complete**

### **Section 1: Offeror Contact Information**

Include the following contact information: Name of organization replying to invitation for proposal address (including city, state, and zip code); phone number; contact person's name, title, and email address; and an original signature of the person authorized to submit the proposal.

**Section 2:** Describe the organizational capacity of the offeror to meet the specified qualifications and complete the scope of work and services to be provided as described on pages two and three of this Invitation for Proposal.

**Section 3:** Provide the name of key staff who will work on the project, including educational background, length of time with the organization, and current title. Attach current resume or curriculum vitae (CV) of each team member to be involved in the project.

**Section 4:** Provide a list of references for all relevant and related work performed over the past five years, including a contact name, phone number, and email address for each reference. The references should describe the type of work conducted and when it was undertaken and completed. At a minimum, two (2) references will be contacted to obtain recommendations of the offeror's performance.

**Section 5:** Provide an all-inclusive cost to conduct work and a brief budget narrative using the attached format on page five. Indirect cost cannot exceed ten percent (10%) of total salary and fringe benefits unless the entity has an approved federally recognized negotiated indirect cost rate in accordance with the Uniform Guidance.

Calculate total hours to complete work and provide an hourly rate and total of hours for each team member involved. The budget narrative should explain and demonstrate that each entry on the line item budget is allowable, reasonable, and necessary. **The funds requested from FDIC must remain within the identified range of available funding.** The budget and budget narrative must present a cost-effective funding level for achieving the purpose of the project. **Costs must be in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance)** <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/xml/CFR-2017-title2-vol1-part200-subpartE.xml>. All proposed budget items and amounts are subject to final approval.

**Section 6:** Provide completed required Forms 1-4 with an original signature for each form.

### **Format for Submission**

Offeror shall submit a written narrative answering each section in the "Sections for Offeror to Complete" (all six sections must be completed). Use a 12 point Arial font size, 1.5 space, and limit your response to 10 pages, not including resumes, curriculum vitae, references, and required forms. Please submit one original and 3 copies of your response and attachments. Please clearly mark your submission with the Invitation for Proposal #2018-CC-250.

**Due Date:** All submissions must be received by 4:00 pm (EDT) on Thursday, May 3, 2018.

**Submit proposal to:** Cindy Tan, Special Projects Manager  
Florida Developmental Disabilities Council, Inc.  
124 Marriott Drive, Suite 203  
Tallahassee, FL 32301

## BUDGET REQUEST FORMAT

BUDGET ITEM	FDDC REQUESTED FUNDS	BUDGET NARRATIVE
Salary for professional translation services		
Benefits		
Indirect Costs		
Other: Describe any other budget items listed.		
TOTAL		

## **Mandatory Terms and Conditions for Procurement**

- 1. Certification of Disbarment and Suspension:** Authorized signature required on Form #1.
- 2. Conflict of Interest:** Authorized signature required on Form #2.
- 3. Cone of Silence:** Authorized signature required on Form #3.
- 4. Indemnification and Hold Harmless:** Authorized signature required on Form #4.
- 5. Termination:**
  - a. Termination at Will.

This contract may be terminated, without cause, by either party upon no less than thirty (30) calendar days notice, in writing, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  - b. Termination Because of Lack of Funds.

In the event funds to finance this contract become unavailable, the Council may terminate the contract upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability of funds.
  - c. Termination for Breach.

This contract may be terminated by the Council for non-performance by the Provider upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Council's right to remedies at law or in equity, or to damages.
- 6. Records and Documentation:**
  - a. The provider shall keep and maintain public records required by public records laws for a minimum of three (3) years following the end date of the contract.
  - b. Upon request from the Council, the provider will provide 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 guidelines of Chapter 119, Florida Statutes.
  - c. The provider shall ensure the public records that are exempt or confidential and exempt from public record 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 contractor does not transfer the records to the Council.
  - d. The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state regulations and federal law or regulations (45 CFR s. 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
  - e. The provider is responsible for maintaining documentation of all tasks and deliverables under this contract. Records and documentation of events sponsored under this contract include, but are not limited to, the agendas, meeting minutes, conference calls, Best Practices Manual, brochures, handouts, sign-in sheets, evaluations, survey reports, and documentation of printed materials.
  - f. The provider agrees to retain all records of individuals receiving services, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years after termination of the contract, or if any audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings. The provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period.
  - g. Upon completion of the contract, the provider may transfer, at no cost, to the Council all public records in possession of the provider or keep and maintain public records required by the public agency to perform the service. If the provider transfers all public records to the Council upon

completion of the contract, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the contract, the provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council. §119.0701(2), F.S.

**7. Nondiscrimination Policy:**

- a. All contractors who are the recipients of FDDC's funds or who propose to perform any work or furnish any goods under agreements with FDDC, shall agree to these important principles:
  - i. Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
  - ii. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

**8. Trafficking Victims Protection Act (TPVA) of 2000, as amended (22 U.S.C.7104):** Provider will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this agreement is in effect; (2) procuring a commercial sex act during the period of time that this agreement is in effect; or (3) using forced labor in the performance of the contracted services under this agreement.

**9. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:** Provider will comply with the requirements of 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**FORM #1**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations (2 CFR Part 200, Appendix (II)(H)) implementing Executive Order 12549 and 12689, 2 CFR part 180, Section 180.355.

As the duly authorized representative of the offeror, I certify, to the best of my knowledge and belief, that neither the offeror nor its principals:

- 1) Are presently excluded or disqualified;
- 2) Have been convicted within the preceding three years of any of the offenses listed in s.180.800(s) or had a civil judgment rendered against it for one of those offenses within the time period;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission or any of the offenses listed in s.180.800(s); or
- 4) Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

OFFEROR NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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



**FORM #2**

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all offerors, must disclose if any FDDC employee, appointed official, or if any of its agencies is also an owner, corporate officer, agency, or employee of their business.

Indicate either "yes" (a FDDC employee, appointed official, or agency is also associated with your business), or "no".

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, give person(s) name(s) and position(s) with your business.

**NAME(S)**

**POSITION(S)**

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OFFEROR NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

**FORM #3**

**CONE OF SILENCE CLAUSE**

FDDC has established a solicitation silence policy for this procurement (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Invitation for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the FDDC through its staff.

The period commences upon receipt of the procurement proposal, by FDDC, and terminates upon FDDC's approval to award a contract or reject all responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the FDDC, the Executive Director, employees or members of the FDDC Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids/proposals are due, should be directed to the Executive Director or an appointed representative. It shall be the Executive Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

**By signing this certification as an authorized official of the below-referenced offeror, we hereby agree to abide by the FDDC Cone of Silence Clause and understand that violation of such shall result in disqualification of the proposal.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

OFFEROR NAME: \_\_\_\_\_

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

**FORM #4**

**INDEMNIFICATION AND HOLD HARMLESS**

Offeror shall indemnify and hold harmless FDDC, its officers and employees from liabilities, damages, losses, and costs, including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Offeror and other persons employed or utilized by the Offeror in the performance of this Agreement.

OFFEROR NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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