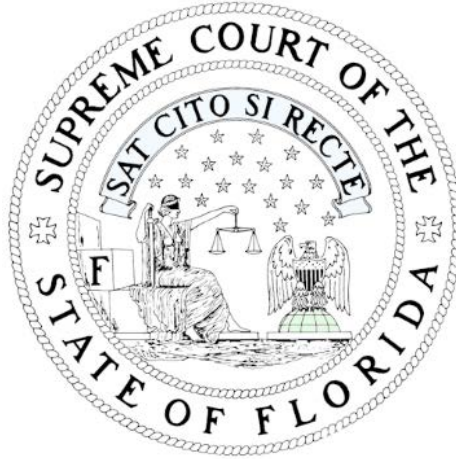


**SUPREME COURT OF FLORIDA
OFFICE OF THE STATE COURTS ADMINISTRATOR**



INVITATION TO BID

For

***ORACLE DATABASE LICENESSES
INSTALLATION AND ANNUAL SERVICE***

Procurement No.: 2200-19-002

Released: October 3, 2019

Procurement Office

Steven K. Updike, CPPB,
General Services Administrator
Office of the State Courts Administrator
General Services Unit
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1. DEFINITIONS

Business Day	Monday through Friday, except for holidays declared and observed by the Court.
Contract	The agreement which may result from this Invitation to Bid between the selected Vendor and the OSCA.
Contractor	The successful Vendor(s) who is/are awarded a Contract in response to this ITB and which provides services to the State Courts System in accordance with the Contract. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
Delta Data	The data added to the live production database after the initial data migration to the new database for configuration and testing. The Delta Data must be migrated to the new database prior to its going live on the production server.
DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services.
DOS	The Florida Department of State
ITB	Invitation to Bid.
MFMP	MyFloridaMarketPlace – the State of Florida’s online exchange for Buyers and Vendors, centralizing procurement activities and streamlining interactions between Vendors and state government entities.
Minor Irregularities	Variations of terms and conditions from the Invitation to Bid which do not affect the price of the Bid or give the Vendor an advantage or benefit not enjoyed by the other Vendors or do not adversely impact the interests of the State Courts System.
OSCA	The Office of the State Courts Administrator.
PDF	Portable Document Format.
Responsible Vendor	A registered Vendor who has the knowledge, skills, abilities and resources to provide the goods and services required under this Invitation to Bid.
Responsive Bid	A Bid submitted by a responsible Vendor that conforms in all material respects to the solicitation.
State Courts System (SCS)	The Supreme Court, district courts of appeal, circuit courts, county courts, and certain support entities, including the Office of the State Courts Administrator.
State Fiscal Year	July 1st to June 30th.
VBS	Vendor Bid System is the State of Florida’s internet-based system hosted by the DMS where solicitations for commodities and services and updates are posted. http://www.myflorida.com/apps/vbs/vbs_main_menu
Vendor	Any firm, entity or person who may submit a Bid in response to this ITB. A Vendor who submits a “responsive” Bid and is deemed a “responsible” Vendor is considered a “Proposer”. The entity identified as the Vendor in the Bid who is awarded a Contract as a result of this ITB will be the “Contractor”.
Vendor ID	The identification number issued by the DFS upon completion and submission of the required forms and documentation to become a Vendor authorized to do business with the State of Florida.

2. INTRODUCTION

2.1 PROCUREMENT OFFICER

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

2.2 PURPOSE OF PROCUREMENT

The Florida State Courts System (SCS), through the Office of the State Courts Administrator (OSCA) desires to enter into a Contract with an authorized reseller of ORACLE™ products to purchase ORACLE™ Database Enterprise Edition perpetual licenses to replace existing ORACLE™ Database Standard Edition licenses, along with associated maintenance and support services.

2.3 RESTRICTION ON COMMUNICATIONS

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

2.4 PROCUREMENT APPROACH

This is an Invitation to Bid designed to identify an authorized reseller who will provide the necessary licenses, support and maintenance at the lowest price.

The procurement process is described in [Section 3](#).

2.5 VENDOR ADMONISHMENTS

2.5.1 To submit a successful Bid, Vendors must carefully follow all directions in this procurement document.

2.5.2 Vendors are responsible for monitoring the VBS website for new or updated information related to this procurement. The location of the VBS is described in [Section 3.1.1](#).

- 2.5.3 Vendors are strongly advised to carefully read the entire procurement document to fully understand the procurement process and requirements before writing and submitting a Bid.
- 2.5.4 Vendors must follow the procurement process described in [Section 3](#).
- 2.5.5 Vendors must submit a Bid in the format specified in [Section 8.4](#) and [8.5](#).
- 2.5.6 Vendors should review [Section 7.5](#): Standard Contract Provisions and are strongly encouraged to thoroughly review the sample Contract included as Appendix 1 to this procurement document. The OSCA will execute a Contract similar to the sample provided.
- 2.5.7 Vendors should be further advised that many of the provisions of the sample Contract are required by federal and state laws, rules or policies; therefore, most requested changes may have to be denied.
- 2.5.8 Confidential, proprietary, trade secret or other protected information submitted in Vendor Bids must be properly and clearly identified and labeled as specified in [Section 5.11](#).

2.6 RESERVED RIGHTS

The OSCA reserves the right to:

- Amend this ITB.
- Waive minor irregularities in submitted Replies.
- Request clarifications from Vendors.
- Reject any or all Bids received in response to this procurement, if the OSCA determines such action is in the best interest of the SCS or due to unavailability of funds.
- Request additional information to assess Vendor's capabilities.

3. PROCUREMENT PROCESS

3.1 PROCUREMENT PROCESS

3.1.1 Procurement Release

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

State Courts System rules requires that a notice of protest be made within seventy-two (72) hours after the posting of the intent to award. The following statement will be included in all postings:

"Failure to file a protest within seventy-two (72) hours after the posting of the intent to award, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings, barring any further legal protest action".

3.1.2 Addenda

- 3.1.2.1 The OSCA reserves the right to amend this document. All addenda will be in writing and will be posted electronically on the VBS web site referenced in [Section 3.1.1](#) above. If unable to download an addendum, contact the Procurement Officer identified in [Section 2.1](#) by email.
- 3.1.2.2 It is the responsibility of each Vendor to monitor the VBS web site, as additional notifications may not be provided.

3.1.3. Errors in Procurement Documents

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

3.1.4 Bid Submission

- 3.1.4.1 Bids must be delivered and received by the OSCA General Services Office on or before the date and time specified in the Procurement Schedule, [Section 4](#). The OSCA General Services Office is located at:

**Office of the State Courts Administrator
General Services - Attn. Steve Updike
500 South Duval Street
Tallahassee, FL 32399-1900**

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

3.1.5 Bid Withdrawal

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

3.1.6 Bid Opening

- 3.1.6.1 Bids will be opened at the time and date specified in the Procurement Schedule ([Section 4](#)). The name(s) of Vendors submitting Bids will be made available to interested parties upon written request to the Procurement Officer listed in [Section 2.1](#).
- 3.1.6.2 The contents of Bid submissions are exempt from public disclosure until the OSCA posts a "Notice of Intended Agency Decision", and therefore will not be available for immediate review by the public.

3.1.7 Notice of Intended Award

- 3.1.7.1 The OSCA will post a Notice of Intended Agency Decision, as determined to be in the best interest of the SCS. The Notice will be posted on the VBS for seventy-two (72) hours.
- 3.1.7.2 It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.

3.1.18 Protest and Protest Filing

Any bidder, offeror or Vendor who is adversely affected in connection with the solicitation or award of a Contract and who wants to protest the decision or intended decision, must file the following documents with the OSCA General Services Office, 500 South Duval Street, Tallahassee, FL 32399-1900.

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

- 3.1.18.1 A Notice of Intent to Protest to the Procurement Officer within seventy-two (72) hours after posting of the Intent to Award on the VBS. The seventy-two (72) hour period excludes Saturdays, Sundays and legal holidays. Filing may be made via email to the Procurement Officer identified in [Section 2.1](#).
- 3.1.18.2 A formal written protest stating with particularity the facts and the law upon which the protest is based must be filed within ten (10) calendar days, inclusive of weekends and holidays, after the date on which the Notice of Intent to Protest is filed.
- 3.1.18.3 A protest bond within ten (10) calendar days after the date on which the notice of Intent to Protest is filed.
- 3.1.18.4 **Failure to file a protest within the time prescribed or to post the bond or other security required by this ITB shall constitute a waiver of protest proceedings.**
- 3.1.18.5 Any person who files an action protesting a solicitation or award of a Contract, shall post with the OSCA at the time of filing the formal written protest a bond payable to OSCA in an amount of \$5,000. In lieu of a bond, the OSCA may accept a cashier's check or money order in the amount of the bond.
- 3.1.18.6 The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the tribunal in which the action is brought and in any subsequent appellate court proceeding.

4. PROCUREMENT SCHEDULE

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

EVENT	DATE DUE	TIME DUE
Release of the Invitation to Bid	October 3, 2019	
Bid submissions DUE DATE and OPENING	October 31, 2019	3:00 PM
Post Intent to Award on Vendor Bid System	November 7, 2019	3:00 PM
Contracts Distributed to Vendor	November 7, 2019	
Signed Contracts Due Back from Vendors	November 21, 2019	
Contract Start Date	November 22, 2019	

5. PROCUREMENT CONSTRAINTS

5.1 COMPLIANCE WITH LAWS

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

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Bid documents or the attendance at any related meeting or Bid opening. If accommodations are needed because of a disability, please contact the OSCA General Services Office at (850) 410-5300 at least five (5) business days prior to the event.

5.2 DIVERSITY

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

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

5.3 DISCRIMINATORY VENDOR LIST

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

Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Division of State Purchasing at (850) 488-8440.

5.4 CONVICTED VENDOR LIST

The Florida Department of Management Services (DMS) also maintains on its website a list of any convicted Vendors. A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid, Proposal, or Bid on a Contract to provide any goods or services to a public entity.

Questions regarding the Convicted Vendor List may be directed to the Florida Department of Management Services, Division of State Purchasing at (850) 488-8440.

5.5 SUSPENDED VENDOR LISTS

The DMS also maintains on its website a list of suspended Vendors.

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

Questions regarding the Suspended Vendor List may be directed to the Florida Department of Management Services, Division of State Purchasing at (850) 488-8440.

5.6 FLORIDA DEPARTMENT OF STATE

All Vendors must be registered with the Florida Department of State (DOS), Division of Corporations as an entity authorized to transact business in the State of Florida by the date the Bids are opened. Vendors who fail to register will be deemed “non-responsible” and will be excluded from consideration.

Registration documentation must be submitted either in the Vendor’s Bid or as a separate submission by the opening date.

5.7 SUBMISSION OF IRS FORM W-9

The State of Florida is required by federal law to perform “Taxpayer Identification Number” (TIN) matching for all Vendors with the United States Internal Revenue Service (IRS). The Florida Department of Financial Services has created a web site for Vendors to file an electronic version of the W9 (or Substitute W9). All Vendors must file a W9 and complete the IRS TIN matching process before they submit a Bid this ITB.

The confirmation of successful completion of the IRS TIN matching emailed to the Vendor by the DFS system must be submitted either in the Vendor’s Bid or as a separate submission by the opening date.

Vendors may complete the W9/IRS TIN matching online at: <https://flvendor.myfloridacfo.com/>

5.8 REGISTRATION WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) – MYFLORIDAMARKETPLACE

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

Vendors may register online at: <https://vendor.myfloridamarketplace.com>

5.9 CONFLICTS OF INTEREST/NO PRIOR INVOLVEMENT

Vendors, Contractors, Subcontractors and individuals that have assisted in preparation of the ITB or with project management oversight are precluded from bidding or preparing a Bid for this solicitation.

The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any

officer, agent or employee of the OSCA or the SCS for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor and/or Contractor. No officer, agent, or employee of the OSCA or the SCS shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the OSCA or the SCS.

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

All Vendors submitting a Bid to this ITB and their Subcontractors should complete and execute [Attachment B](#): Notice of Conflict of Interest and [Attachment C](#): Statement of No Involvement and return in Volume One: Section A of the Vendor's Bid.

5.10 PUBLICITY

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

5.11 CONFIDENTIAL/PROPRIETARY INFORMATION

All Vendors submitting Bids to this ITB shall submit a Non-Redacted version that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of making an award.

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

5.12 COPYRIGHTED MATERIAL

Copyrighted material is not exempt from the Florida public records laws.

Copyrighted material will be accepted as part of a Bid only if accompanied by a waiver that will allow the OSCA staff and agents and to fulfill public record requests.

5.13 VENDOR EXPENSES

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

5.14 BID DURATION

Bids are to include a statement in the Cover Letter that the Bid is binding until execution of a Contract with the successful Vendor.

6. STANDARD BID REQUIREMENTS

6.1 VENDOR CERTIFICATION

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

- 6.1.1 The laws of the State of Florida;
- 6.1.2 The applicable portion of the Federal Civil Rights Act of 1964;
- 6.1.3 The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 6.1.4 The Americans with Disabilities Act of 1990, as amended, and the regulations issued there under by the federal government;
- 6.1.5 All terms and conditions set out in this ITB;
- 6.1.6 A condition that the Bid submitted was independently arrived at, without collusion;
- 6.1.7 The requirement that the Bid submission is binding until execution of a Contract with the successful Vendor;
- 6.1.8 The requirement that, in dealings with sub-contractors in conjunction with submitting a Bid for this ITB, any understanding or agreement is in all respects fair to all parties, including, but not limited to: minimum wage and prevailing wage issues, prices and payment terms;
- 6.1.9 Certification that the person signing the Bid is authorized to sign for the Vendor and to bind the company; and
- 6.1.10 All requirements of the ITB, including but not limited to, certification requirement.

If any Vendor fails to comply with [6.1.1](#) through [6.1.10](#) of this section during the procurement or Contract drafting phases, the OSCA reserves the right to declare the Vendor non-responsive and will disregard the Bid. If the failure or discovery of the failure occurs after the Award, the OSCA reserves the right to declare the Contractor in default and may terminate the Contract.

6.2 DISCLOSURE OF BIDS

All Bids become the property of the SCS and will be a matter of public record subject to the provisions of [Rule 2.420](#), Florida Rules of Judicial Administration. Selection or rejection of the Bid will not affect this status.

Confidential information, including trade secrets contained in Bids will be handled in accordance with [Sections 8.4.3](#) and [8.5.7](#) of this ITB.

6.3 AUTHORIZED SIGNATURE

All Bids must be signed by an individual authorized to bind the Vendor to the provisions of the ITB.

7 ADDITIONAL TERMS AND CONDITIONS

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

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

7.1 CONTRACT APPROVAL AND TERM

This ITB does not, by itself, obligate the OSCA or the SCS. The OSCA's obligation will commence on the Contract start date or the date of approved signatures by both parties, whichever is later (the "effective date"). Neither the SCS nor the OSCA will be responsible for payment for any work done by the Contractor, even work done in good faith, if it occurs prior to the effective date.

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

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

7.2 RENEWALS

The OSCA may renew any Contract resulting from this ITB for a period not to exceed three (3) years, divided into three (3) one-year periods for additional events. Renewals are contingent upon the satisfactory performance of the Vendor and subject to the availability of state funds, and must be authorized by mutual agreement in writing, prior to expiration of the Contract.

7.3 ASSIGNMENT

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

7.4 LAWS AND PERMITS

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

7.5 STANDARD CONTRACT PROVISIONS

7.5.1 A sample Contract has been provided as Appendix 1 for Vendors' reference. The OSCA and the successful Vendor shall be required to execute a Contract similar to the one provided.

7.5.2 The OSCA anticipates addressing any Terms and Conditions concerns post award, as necessary. Vendors must scrutinize the sample Contract provided as Appendix 1 and submit any suggested additions, deletions, objections, or modifications to this Contract with its Bid. **Only those suggested additions, deletions, objections, or modifications to this Contract that were submitted in the Bid will be discussed during negotiations.**

7.5.3 Vendors are advised that many of the provisions of the sample Contract are required by the federal and state laws, rules or policies; therefore, most requested changes may have to be denied.

7.5.4 The OSCA reserves the right to add, delete, or modify Contract terms and conditions.

7.6 SEVERABILITY

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

7.7 CONTRACT FUNDING

The Contractor will propose a monetary value for each of the deliverables outlined in this ITN. The price for each deliverable must be included in Volume Two, Tab I. The Vendor will be compensated for the successful delivery and acceptance of each deliverable according to the values negotiated by the parties and specified in the resulting Contract. Payment will be made from funds under the control of the SCS, subject to legislative appropriation.

7.8 FINANCIAL CONSEQUENCES

Financial Consequences are required for all government Contracts in the State of Florida. They are a means of adjusting the compensation for goods and/or services that fail to meet the minimum standards required by the Contract to a fair market price for the substandard goods and services received. The OSCA reserves the right to require the Contractor to cure any all deficiencies prior to acceptance, in which case the financial consequence would not be applied, or to accept the substandard goods and/or services and apply the financial consequences. The decision to require a cure or apply the financial consequences is at the sole discretion of the OSCA. Financial consequences will be determined in the negotiation phase of this ITB process.

7.9 INSURANCE REQUIREMENTS

Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor shall maintain the insurance coverage listed below, which will provide funds, fees, and legal costs for any damage as a result of the Contractor's service. By requiring such coverage, the OSCA shall not be deemed to have waived SCS immunity from liability that it may otherwise have.

The OSCA shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract (including renewals and extensions, as applicable).

7.9.1 **Commercial General Liability**

7.9.2 **Workers' Compensation Insurance**

7.10 LIQUIDATED DAMAGES

In an effort to encourage timely delivery of the goods and/or services required by this ITB and its resulting Contract and the reimbursement of any expense incurred by the OSCA for the Contractor's failure to deliver according to the approved schedule, the OSCA will apply a fixed-fee reduction to the Contractor's invoice for the goods and/or services for each day past the due date the goods and/or services are not received. This fixed-fee amount will be determined during the negotiation phase of this ITB process.

7.11 QUALITY ASSURANCE MONITORING

As required by state law and State Courts System Purchasing Directives, Contractor activities will be monitored by the OSCA to verify Vendor performance for quality and compliance with Contract requirements.

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

Monitoring will include but not be limited to:

- 7.11.1 Responsiveness and timeliness in providing service.
- 7.11.2 Responsiveness to inquiries.
- 7.11.3 Timeliness of submission of reports, documentation, and deliverables to the OSCA.

8. SCOPE OF WORK

8.1 BACKGROUND, GOALS AND OBJECTIVES

The Florida State Courts System (SCS), through the Office of the State Courts Administrator (OSCA) desires to enter into a Contract with an authorized reseller of ORACLE™ products to purchase ORACLE™ Database Enterprise Edition licenses to replace existing ORACLE™ Database Standard Edition licenses, along with associated maintenance and support services.

8.2. DELIVERABLES

- 8.2.1. **Perpetual Software Licenses:**
- 8.2.2. **Software Annual Maintenance/Service Agreement:**
- 8.2.3. **Delta ORACLE™ Migration Consulting Services and Support:**

8.3 BID SECTIONS AND REQUIREMENTS

Vendors must submit a Bid by the due date and time found in the Procurement Schedule in [SECTION 4](#) of this ITB.

The Bid must be in electronic format must be submitted electronically in both PDF format and in unsecured, editable native formats, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files must be submitted either via email, or on a CD, DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives. Vendors must use the sections, labeling sequence, and forms provided in this ITB for their Bid

Vendors are cautioned not to omit any mandatory information, documentation, or forms from their Bid. Any omission may result in the rejection of the Bid. We will not search through the entire Bid to find the information to complete the checklists, therefore it is imperative that Vendors follow the Bid structure described in this ITB and place their materials in the section as instructed.

8.3.1. Section A – Corporate Documentation Requirements

In this section, Vendors will include:

- 8.3.1.1. A cover letter formally submitting the Bid and verifying that the Bid is binding until all Contracts awarded by this ITB are signed. See [Section 6.3](#).
- 8.3.1.2. A confirmation they have read and agree to the procurement process as outlined in [Section 2](#) through [Section 7](#) of this document. By submitting a Bid and confirming agreement, Vendors are acknowledging they have read and understand the process being used for this ITB procurement and are waiving all rights to file a protest on the procurement process.
- 8.3.1.3. A confirmation of compliance with all state and federal laws. See Sections [5.1](#) through [5.9](#), and [7.4](#).
- 8.3.1.4. A confirmation that no conflicts exist that might prevent the Vendor from submitting a Bid. See [Section 5.9](#)
- 8.3.1.5. A signature and evidence that the signatory is authorized to submit the Bid and bind the Vendor to a Contract. See [Section 6.3](#).

8.3.2. SECTION B– SOFTWARE LICENSE INFORMATION AND DOCUMENTATION

In this section, the Vendor will provide documentation for the purchase the most recent version of ORACLE™ DATABASE ENTERPRISE PROCESSOR EDITION software licenses for eleven (11) processors. Vendors will need to contact the Procurement Officer for the current Customer Support Identifiers (CSI) numbers.

8.3.3. SECTION C – ANNUAL SOFTWARE MAINTENANCE AND SUPPORT SERVICES INFORMATION AND DOCUMENTATION

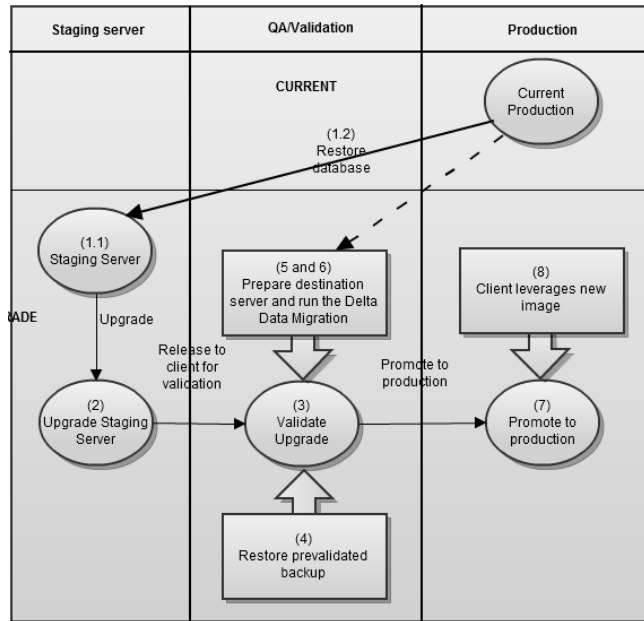
In this section the vendor will include documentation regarding the annual update and technical support services agreement for the purchased licenses.

8.3.4. SECTION D – SOFTWARE INSTALLATION, UPGRADE, PRIMARY AND DELTA DATA MIGRATION AND SUPPORT SERVICES INFORMATION AND DOCUMENTATION

In this section the Vendor will describe their process for:

- 8.3.4.1. Installing the software on all necessary servers and computers and will ensure all are configured to work properly.
- 8.3.4.2. Migrating all data from the current production systems to the newly installed software and ensure no data corruption has occurred during the migration.
- 8.3.4.3. How they will work with the OSCA Team to select a time when production systems can be taken off line for the following tasks:
 - 8.3.4.3.1. Migration of Delta Data from the Production system to the newly installed upgraded software.
 - 8.3.4.3.2. Test the new upgraded software to ensure it is functioning properly and that the data is available for all queries and operations.
 - 8.3.4.3.3. Migrate the entire production system (software and data) to a temporary location to ensure it is retained until the new upgraded system is successfully operating on the Production environment.
 - 8.3.4.3.4. Migrate the newly upgraded software and data to the Production environment and ensure it is fully operational.
 - 8.3.4.3.5. At the direction of the OSCA staff, delete the old system from the temporary location and bring the new upgraded system live to end users.

*See diagram on page 16.



8.3.5. SECTION E – VENDOR PROPOSED OPTIONAL PRODUCTS AND SERVICES INFORMATION AND DOCUMENTATION

Vendors may identify additional products and/or services they believe to be value added to the work to contemplate in this ITB.

8.3.6. SECTION F – CONFIDENTIAL INFORMATION CLAIMS DISCLOSURES

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

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

8.3.7. SECTION G – BID FORM – PRICES FOR DELIVERABLES

The Vendor must complete the Bid Form, [Attachment D](#) to this ITB, with their proposed prices for each of the three (3) deliverables and submit it in this section. Each deliverable listed on this form will be a firm-fixed-price, payable upon successful completion of the deliverable by the Contractor and the acceptance of the deliverable by the OSCA. Any deliverable without a corresponding price will be considered a “no-cost” deliverable and may not be amended after the Bid opening.

8.5.9. SECTION H – OPTIONAL PRODUCTS AND SERVICES BID FORM

The Vendor must complete the Optional Products and Services Cost Bid Form, [Attachment E](#) to this ITB, with their proposed prices for each optional product or service being proposed by the Vendor and submit it in this section. Each option listed on this form will be a firm-fixed-price, payable upon successful completion by the Contractor and the acceptance by the OSCA. Any option without a corresponding price will be considered a “no-cost” option and may not be amended after the Bid opening.

8.5.10. TAB J – ISSUES WITH STANDARD CONTRACT TERMS AND CONDITIONS

The Vendor must submit a document disclosing any objections they have to the Standard Contract terms and conditions, [Appendix 1](#) to this ITB. The objection must be accompanied by a narrative explaining the issue and proposed alternate language. Only the issues disclosed in the Vendor’s Bid at the time of submission will be open for discussion.


8.4 BID EVALUATION

Bids that fail to comply with the instructions in this ITB will be deemed non-responsive. An Evaluation Team will evaluate only the Bids meeting the criteria to establish that the Vendor is “responsible” (qualified and able to perform the work) specified in this ITB. The OSCA reserves the right to waive minor irregularities and also to reject any and all Bids. The OSCA also reserves the right to request clarifications on information provided in a Bid. Selection shall be based on the lowest overall price for the entire project.

THIS IS THE END OF THE INVITATION TO BID DOCUMENT

**ITB #19-002
ATTACHMENT A**

CONTRACTUAL SERVICES ACKNOWLEDGEMENT FORM

		<p>FLORIDA STATE COURT SYSTEM OFFICE OF THE STATE COURTS ADMINISTRATOR</p> <p>INVITATION TO BID</p> <p>CONTRACTUAL SERVICES - ACKNOWLEDGEMENT FORM</p>		
		<p>Page <u>1</u> of <u>32</u> Pages</p>	<p>SUBMIT FORM TO: Office of the State Courts Administrator General Services Office, 500 South Duval Street Tallahassee, Florida 32399-1900 Email - SCS_Contracts@flcourts.org</p>	
<p>AGENCY RELEASE DATE: October 3, 2019</p>				
<p>SOLICITATION TITLE: ORACLE License Software Upgrade</p>		<p>SOLICITATION NO: ITB#19-002</p>		
<p>PROPOSALS WILL BE OPENED: October 31, 2019 @ 3:00 PM and may not be withdrawn prior to execution of a Contract.</p>				
<p>VENDOR NAME:</p>		<p>*AUTHORIZED SIGNATURE (MANUAL)</p> <hr/> <p>*AUTHORIZED SIGNATURE (TYPED), TITLE</p> <hr/> <p>*This individual must have the authority to bind the Vendor.</p>		
<p>VENDOR MAILING ADDRESS:</p>				
<p>CITY - STATE - ZIP:</p>				
<p>PHONE NUMBER:</p>				
<p>FAX NUMBER:</p>				
<p>EMAIL ADDRESS:</p>				
<p>FEID NO.:</p>				
<p>TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):</p>				
<p>I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid, including but not limited to, certification requirements. In submitting a Bid to the Judicial Branch of the State of Florida, the Respondent certifies compliance with the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing entity tenders final payment to the Respondent.</p>				
<p>Please provide the name, title, address, telephone number and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.</p>				
<p>PRIMARY CONTACT:</p>		<p>SECONDARY CONTACT:</p>		
<p>NAME, TITLE:</p>		<p>NAME, TITLE:</p>		
<p>ADDRESS:</p>		<p>ADDRESS:</p>		
<p>PHONE NUMBER:</p>		<p>PHONE NUMBER:</p>		
<p>EMAIL ADDRESS:</p>		<p>EMAIL ADDRESS:</p>		

NOTICE OF CONFLICT OF INTEREST FORM

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

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

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

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

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

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

Authorized Representative (Type/Print) and Title: _____

Signature: _____

Date: _____

STATEMENT OF NO INVOLVEMENT

I, as an authorized representative of _____ certify that no officer, member, staff or agent working for of this organization, nor any person having any interest in this firm, has:

1. Been involved with or had any knowledge of the plans for developing this Invitation to Bid.
2. Been a participant on any conference call or meeting where the contents of this Invitation to Bid were discussed prior to its official publication on the Vendor Bid System.
3. Discussed this procurement or the details of this procurement with any employee or Contractor of the State Courts System prior to the official publication on the Vendor Bid System.
4. Seen a copy of this Invitation to Bid or any draft of this Invitation to Bid prior to its official publication on the Vendor Bid System
5. Performed a feasibility study concerning the scope of work contained in this Invitation to Bid for at least 2 years prior to the official publication of this Invitation to Bid on the Vendor Bid System.

Company Name: _____

Signature: _____

Date: _____

Comments:

Bid Form

The sole consideration to be paid to the Vendor for its services will be that paid by the OSCA. The OSCA will not reimburse the Contractor for expenses not authorized or contemplated by this ITB or the resulting Contract. The Contractor will be compensated on a firm-fixed-fee per deliverable basis. Travel will not be reimbursed.

In compliance with this Invitation to Bid for the ORACLE Database Software Upgrade and Annual Maintenance and Services Agreement, _____ bids the following prices for the deliverables described in this ITB. In making this Bid, we acknowledge that we have read and understand this ITB and hereby submit our Bid in accordance with the terms, conditions and specifications of this ITB. The details of how these prices were arrived at are itemized on the pages attached to this form.

LINE #	DELIVERABLE	PROPOSED PRICE
1	Purchase of 11 Perpetual ORACLE™ Database Enterprise Edition Software Licenses	
2	Annual Software Update and Technical Services Agreement: Year 1: Year 2: Year 3:	
3	Installation, Configuration and Data Migration	
TOTAL PROPOSED PRICE		

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

Vendor ID # as registered in MFMP: _____

Telephone #: _____ **FAX #:** _____

E-Mail Address: _____

OPTIONAL PRODUCTS AND SERVICES BID FORM

Based on the nature of the services being procured under this Initiation to Bid, Vendors may elect to offer commodities and services they feel will enhance, improve or streamline the installation, upgrade, configuration or operation of the ORACLE Licenses for the SCS. Optional products and services will not be used as a basis for award of the Contract arising from this ITB.

Materials supporting the products and services offered on this form must be attached to the form.
NO REFERENCE TO THESE OPTIONAL PRODUCTS AND SERVICES MAY BE INCLUDED IN THE BID.

LINE #	PRODUCT OR SERVICE DESCRIPTION	PROPOSED PRICE
1		
2		
3		
4		
5		
6		
TOTAL PROPOSED PRICE		

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

**STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR
ORACLE DATABASE UPGRADE PROJECT**

THIS CONTRACT is entered into between the Office of the State Courts Administrator hereinafter referred to as the "OSCA," and <Enter Contractor's Name>, hereinafter referred to as the "Contractor," to provide software licenses, installation, and annual maintenance services.

PART I. SCOPE OF WORK:

A. Background and Authority

The Florida State Courts System (SCS), through the Office of the State Courts Administrator (OSCA) desires to enter into a Contract with an authorized reseller of ORACLE™ products to purchase ORACLE™ Database Enterprise Edition licenses to replace existing ORACLE™ Database Standard Edition licenses, along with associated maintenance and support services.

B. Contract Objective

The objective of this Contract is to upgrade our current ORACLE database to a newer version.

To meet the objective, the OSCA has determined that the following must be achieved:

1. Purchase the requisite number and types of licenses;
2. Install the purchased software on all necessary servers and computers;
3. Migrate all data from the current database to the new database;
4. Ensure the upgraded system functions as it should; and,
5. Provide annual software maintenance and services for a period of three (3) years.

C. Definitions

See ITB, Attachment A to this contract.

D. Deliverables

See ITB, Attachment A to this contract.

E. Inspection and Acceptance

The inspection of the Contractor's performance of any Deliverable will be subject to "in-process review" inspection. The Contractor must schedule and attend meetings with key staff from the SCS to discuss plans for scheduled work and the results of work already performed. Any noted deficiencies will be cured as the work progresses.

PART II. COMPENSATION:

The Parties Agree:

A. Delivery, Inspection, Acceptance and Cancellation

1. The Contractor will deliver the goods and services in accordance with Part I of the Contract.

2. In accordance with section 215.422(1), Florida Statutes, unless specified otherwise, the OSCA will have five (5) business days to inspect the goods or evaluate the services provided to ensure they meet the terms and conditions of the Contract, including compliance with the minimum performance standards established for each good or service. The Contractor will be notified of the acceptance in by the Contract Manager to the Contractor, which will also contain an authorization to submit an invoice for payment.
3. The OSCA may accept, reject or conditionally accept a good or service. A decision to reject or conditionally accept will be provided to the Contractor in writing at the end of the inspection period. The rejection of any good or service will contain a detail of the deficiencies that prevent acceptance and the time allowed for cure and resubmission, if practicable. If it is determined that conditionally accepting a good or service that does not meet the terms and conditions of the Contract, including failure to meet the minimum performance standards, is in the best interest of the OSCA, the price for the good or service will be adjusted according to the financial consequences specified for the good or service. **The OSCA cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.**

B. Contract Payment

1. The Contractor will be paid the rate specified in Attachment B for each Deliverable, less any Financial Consequence adjustments, upon the acceptance by the Contract Manager.
2. That all payments will be made in accordance with the provisions of section 215.422, Florida Statutes. If payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the OSCA, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.
3. The Contractor will receive payments directly from the Treasury of the State of Florida by <select available payment options>. Information regarding your financial institution and bank account necessary for EFT payments is provided directly to the Treasury staff at the Florida Department of Financial Services. EFT forms are available online at <https://www.myfloridacfo.com/division/aa/vendors/>, by emailing DirectDeposit@MyFloridaCFO.com or calling (850)413-5517. **NO ONE FROM THE STATE COURTS SYSTEM WILL EVER ASK FOR BANKING AND FINANCIAL INSTITUTION INFORMATION AND CONTRACTORS SHOULD NEVER PROVIDE THIS INFORMATION TO ANYONE OTHER THAN THE TREASURY STAFF AT THE DEPARTMENT OF FINANCIAL SERVICES.**

C. Invoice

1. The Contractor will submit invoices to the Contract Manager. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
2. Invoices must be submitted with documentation in sufficient detail to for a proper pre-audit or post-audit to support the amount of invoiced. Documentation may include software license agreements, annual maintenance and services agreements, system generated documentation of software performance, screen-prints and copies of any files and records necessary to validate the expense.
3. If a minimum standard was not met for any good or service, the OSCA Contract Manager will note the deficiency and adjust the invoice according to the Financial Consequence specified for the good or service. The State Courts System cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.

D. Final Invoice Process

The Contractor will submit the final invoice for payment of the initial license purchase, installation and the first year of the annual maintenance and services agreement to the OSCA Contract Manager by August 15, 2020, and by August 15th of each subsequent year for the renewal of the annual maintenance and services agreement. If the Contractor fails to do so, all rights to payment are forfeited and the OSCA will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the OSCA.

E. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for goods and services provided under this Contract will be handled by the Contract Manager at <Enter phone #>.
2. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s), may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

F. Return of Funds

The Contractor will return to the OSCA any overpayments or unearned payment made to the Contractor by the OSCA in error. Should repayment not be made within forty-five (45) calendar days of the notification by the OSCA or discovery by the Contractor, the Contractor will be charged interest at the lawful rate on the outstanding balance.

G. Attorneys' Fees

That in the event litigation relating to this Contract is filed by either party, each will bear its own fees and costs, including attorneys' fees, resulting from litigation.

PART III. GENERAL TERMS AND CONDITIONS

The Contractor Agrees:

A. Records and Retention

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

B. Audits, Inspections, Investigations and Monitoring

1. To assure that records pertinent to this Contract are available at all reasonable times for inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the OSCA or the State Courts System.
2. To permit persons duly authorized by the OSCA or the State Courts System to interview any clients or employees of the Contractor to assure the OSCA or the State Courts System of the satisfactory performance of the terms and conditions of this Contract.
3. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
4. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

C. Public Records Access

To provide access to public records made or received in accordance with this Contract as required by Article I, section 24 of the Florida Constitution and Rule 2.420, Florida Rules of Judicial Administration. Further, the Contractor will

maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, Florida Rules of Judicial Administration.

D. Indemnification and Liability

1. To be liable for and indemnify, defend, and hold harmless OSCA and the State Courts System and all of its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of, in whole or in part, any act, actions, neglect, or omissions by the Contractor, its officers, agents, employee, or subcontractors, including claims made by the Internal Revenue Service, the United States Department of Labor or any person providing services under this Contract arising out of any misrepresentation by the Contractor as to the Contractor's status as an independent Contractor during the performance or operation of this Contract.
2. That its inability to evaluate its liability or its evaluation of liability will not excuse the Contractor's duty to defend and to indemnify within seven (7) calendar days after notice by the OSCA by certified mail, return receipt requested, or by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable will excuse performance of this provision. The Contractor will pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the OSCA. The OSCA's failure to notify the Contractor of a claim will not release the Contractor from these duties.
3. For all claims by the OSCA against the Contractor, the Contractor's liability for direct damages will be the greater of \$100,000 or the total of the fees charged under this Contract. This limitation of liability will not apply to claims arising under the indemnification paragraph above.
4. No party will be liable to the other for lost profits, lost revenues or lost institutional operating savings.

E. Insurance

The Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract.

F. Safeguarding Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information regarding State Court System personnel regardless of where the information is maintained. The Contractor will:

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

G. Confidentiality Breach Reporting and Notification Responsibility

That the Contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely.

H. Copyrights and Rights to Products

That the Vendor retains ownership of all its software products and materials, all its installation, maintenance, quality assurance service and testing processes and OSCA retains exclusive ownership rights to all its existing data and documents produced under this Contract.

I. Publicity

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

J. Lobbying

To comply with all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

K. Independent Capacity of the Contractor

The Contractor agrees and certifies that:

1. It is engaged as an independent Contractor of the OSCA and will not be considered an employee or agent of the OSCA, the State Courts System, or the State of Florida.
2. To act in the capacity of an independent Contractor and not as an officer, employee of the OSCA. Neither the Contractor nor its agents, employees, subcontractors or assignees will represent to others that it has the authority to bind the OSCA to any Contract unless specifically authorized in writing to do so.
3. No principal of the Contractor has been an employee of the State of Florida or has received W-2 reportable wages from the State of Florida for a period of at least twelve (12) calendar months immediately preceding the execution date of this Contract. The Contractor will notify the OSCA Contract Manager within 24 hours if any principal accepts employment with any governmental entity of the State of Florida.
4. It is a bona fide business entity, registered as required by section III.L of this Contract, offering professional consulting services to public or private entities other than the State of Florida, as certified on Attachment E.
5. The Contractor may utilize employees or subcontractors as it deems appropriate and will be liable for all actions of its agents, employees, partners, Contractors, or subcontractors, if the Contractor chooses to utilize them in performance of the Contractor's duties under this Contract. The OSCA is not responsible or liable for any pay or expenses of such employees or subcontractors.
6. That this Contract does not create any right to benefits associated with state employment as a result of performing the duties or obligations of this Contract, including, but not limited to: worker's compensation, retirement, health care, overtime pay, annual or sick leave or any insurance benefits.
7. That all deductions for social security, withholding taxes, income taxes, garnishment or other court ordered reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Contractor.
8. The OSCA is prohibited from and will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support or transportation) to the Contractor, its employees or its subcontractors to perform the services required under this Contract.
9. Nothing in this Contract precludes the Contractor from Contracting with or working for other clients during the term of this Contract. Provided however, that the Contractor will not accept or perform work that would conflict with the Contractor's obligations under this Contract.

L. Vendor Registration

1. That the Contractor must complete the following registrations prior to being eligible for payment under the terms and conditions of this Contract:
 - a. Florida Department of State, Division of Corporations: If the Contractor is doing business in any other capacity than a "sole proprietor," the Contractor must comply with the registration requirements of Title XXXVI, Florida

Statutes, entitled the "Florida Business Corporations Act" and section 865.09, Florida Statutes, entitled the "Fictitious Names Act." The registered name must be an exact match to the Contractor's name as it appears on the Contract. <http://dos.myflorida.com/sunbiz/>

- b. Florida Department of Financial Services (DFS): All Contractors must submit an IRS Form W9 or Substitute W9 using the name exactly as it appears on the Contract. <https://flvendor.myfloridacfo.com/>
 - c. Department of Management Services (DMS), Vendor Portal: Complete a registration on the "MyFloridaMarketPlace" system as a Vendor. <https://vendor.myfloridamarketplace.com/>
2. That the Contractor is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues with payment processing. Failure to maintain any of these registrations will result in the Contractor's Vendor status to become "inactive." The OSCA and the State Courts System will not be able to process payments to the Contractor until the status becomes active again. The OSCA will not be liable for any interest or other consequences for payments not made due to an "inactive" Vendor status.

M. Non-discrimination Requirements

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, or others with whom it arranges to provide services under this Contract will comply with these requirements.

N. Employment of Illegal Aliens

That unauthorized aliens will not be employed or utilized by the Contractor in the performance of this Contract. The OSCA will consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a). Such violation will be cause for unilateral cancellation of this Contract by the OSCA.

O. Criminal History Records Checks

1. That the OSCA requires criminal history records checks on any Contractor staff, employees or subcontractor staff that have access to confidential information resources or facilities, unless formally waived in writing by the OSCA. The cost of performing the criminal history records checks is paid by the Contractor.
2. The criminal history records check must be completed within thirty (30) calendar days after the start of employment. If the Contractor adds employees during the term of the Contract, the names of those staff, employees or subcontractor staff must be provided to the OSCA Contract Manager within seven (7) calendar days of beginning work. The Contractor will resubmit updated criminal history records checks every five (5) years from the prior criminal history records check as long as the Contract is in force.
3. All criminal history record checks for employees that reveal evidence of a crime and that the Contractor intends to retain must be provided to the OSCA Contract Manager for review. If the crimes are unacceptable, as determined by the OSCA, the Contractor agrees to remove the employee from the work being performed under this Contract and terminate the employee's access to confidential information resources.

P. Corrective Action Plan

1. That should the OSCA identify any deficiency based on Contract requirements, which the OSCA, in its sole discretion, deems to be of significant magnitude, the OSCA may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor will submit a formal written CAP within ten (10) business days of the date of the letter from the OSCA requiring submission of a CAP. The CAP will be sent to the OSCA Contract Manager for review and approval determination.
3. That the OSCA will notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the OSCA will provide a written statement

identifying in reasonable detail, why the OSCA believes the CAP will not result in correction of the cited deficiencies. The Contractor will have twenty (20) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

4. That upon acceptance of the CAP, the Contractor will have, at the discretion of the OSCA, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the OSCA does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as reasonably determined by the OSCA Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the process set forth in section IV.G.3. The OSCA reserves the right to exercise other remedies as permitted by law.

Q. Cooperative Purchasing.

That other entities of the Judicial Branch, other State agencies, county governments, city governments and political subdivisions may be allowed to procure goods or services from this Contract at the terms and conditions noted herein, subject to the agreement of the Contractor. Such Contracts will be considered independent Contracts between the entity and the Contractor. The State Court System and the Office of the State Court Administrator will not be a party to such Contract unless such entity agrees to be part of the Contract.

PART IV. THE CONTRACT DOCUMENT

The Parties Agree:

A. Effective and Ending Dates

This Contract will begin on the date on which the Contract has been signed by the last party required to sign it. It will end at midnight, Eastern Time, on 9/99/9999, unless terminated earlier according to the provisions of IV.G.3.

B. Availability of State Funds

The State of Florida's performance and obligation to pay under this Contract is contingent upon the funds appropriated annually by the Legislature and allocation by the Chief Justice.

C. Governing Law

This Contract is executed and entered into in the State of Florida, and will be construed, performed and enforced in all respects in accordance with Florida law. Venue will be Leon County, Florida.

D. Contract Amount

This is a "fixed-fee-unit-rate agreement." The value of this Contract is the total amount of all fixed unit rates.

E. Renewal

That upon mutual written agreement, the OSCA and the Contractor may renew the Contract for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal is contingent upon satisfactory performance evaluations.

F. Suspension of Work

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

G. Termination

That the Contract may be terminated:

1. By either party without cause upon no less than a thirty (30) calendar days' notice in writing to the other party unless a longer or shorter time is mutually agreed upon in writing.
2. Due to a lack of funding, upon no less than a twenty-four (24) hours' notice in writing to the Contractor. The OSCA will be the final authority as to the availability and adequacy of funds.
3. For the Contractor's material breach by providing three (3) calendar days' notice in writing. The provisions herein do not limit the OSCA's right to remedies at law or in equity.

H. Renegotiations or Modifications

1. That modifications of provisions of this Contract will be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes and changes in the rate of payment when these have been established through an administrative order, statute changes or the annual appropriations process and subsequently identified in the OSCA's operating budget.
3. That the parties agree to renegotiate this Contract if revisions of any applicable law, rule, regulation or court order make changes in this Contract necessary. The Contractor agrees to be bound by such changes from the effective date of the change.

I. Assignments and Subcontracts

1. The Contractor may not assign the responsibility for this Contract to another party without prior written approval of the OSCA Contract Manager which will not be unreasonably withheld.
2. The Contractor will be responsible for all work performed and for all deliverables produced under this Contract whether actually furnished by the Contractor. Any subcontracts must be evidenced by a written document.
3. That the OSCA will at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental entity in the State of Florida, upon giving prior written notice to the Contractor.

J. Execution in Counterparts

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

K. Severability

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

L. Notice

That any notice, that is required under this Contract will be in writing, and sent by U.S. Postal Service or any reputable expedited delivery service that provides verification of delivery or by hand delivery. Said notice will be sent by the OSCA to the representative of the Contractor responsible for administration of the program, at the designated address indicated in section IV.M.1. and by the Contractor, to the OSCA Contract Manager indicated in section IV.M.3.

M. Names, Addresses, Telephone Numbers and Email addresses for the Official Representatives of the Parties:

1. The official Contractor name as it appears on the State of Florida's Vendor Records, the official payee to whom the payment is made is:
 - <Enter Contractor's name>
 - <Enter Street Address>
 - <Enter City/State/Zip-Code>
 - <Enter phone number>

<Enter email address>

2. The name, address, telephone number and email address of the Contractor's official representative for this Contract is:

<Enter Contractor's representative's name and title>
 <Enter Contractor's name>
 <Enter address>
 <Enter City/State/Zip-Code>
 <Enter phone number>
 <Enter email address>

3. The name, address, telephone number and email address of the official representative for the OSCA for this Contract is:

<Enter Contract Manager's name>
 <Enter address>
 <Enter address>
 <Enter City/State/Zip-Code>
 <Enter phone number>
 <Enter email address>

4. Upon change of representatives (names, addresses, telephone numbers and email addresses) by either party, notice will be provided in writing to the other party.

N. Contract Document

This Contract and its attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written between the parties for the goods and services provided herein. In the event any term of this Contract is in conflict with any attachment, the order of precedence will be the Contract first and then the attachments to this Contract, which are incorporated by reference, as indicated with a checked box , in the order shown below:

	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Invitation to Bid # 19-001, dated XXXXXXXX
<input checked="" type="checkbox"/>	Attachment B	Contractor's Bid, dated XXXXXXXX
<input checked="" type="checkbox"/>	Attachment D	Rates Schedule
<input checked="" type="checkbox"/>	Attachment E	Contractor's Software Licensing Agreement
<input checked="" type="checkbox"/>	Attachment F	Contractor's Annual Maintenance and Services Agreement
<input checked="" type="checkbox"/>	Attachment G	Contractor's Certifications Form

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described above.

IN WITNESS THEREOF, the parties hereto have caused this eleven (11) page Contract to be executed by their

undersigned officials as duly authorized.

<ENTER CONTRACTOR'S LEGAL NAME>

STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED
BY: _____

NAME: <Enter name>

TITLE: <Enter title>

DATE: _____

MFMP Vendor #: <Enter Vendor ID>

FEIN: <Enter FEIN>

SIGNED
BY: _____

NAME: Elizabeth Kiel

TITLE: State Courts Administrator

DATE: _____

Office of the General Counsel

<Enter name>

Reviewed as to legal form and sufficiency

