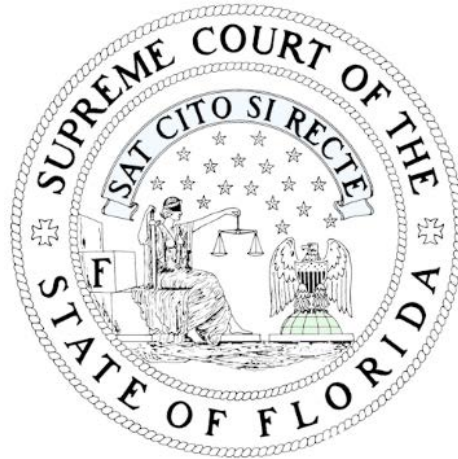


**SUPREME COURT OF FLORIDA
OFFICE OF THE STATE COURTS ADMINISTRATOR**



INVITATION TO NEGOTIATE

For

ELECTRONIC NOTIFICATION PLATFORM

Procurement No.: 2200-18/19-001

Released: November 21, 2018

Procurement Office

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

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1. DEFINITIONS

BAFO	Best and Final Offer.
Best Value	The best overall value to the Office of the State Courts Administrator and the State Courts System based on objective factors that include, but are not limited to, price, and quality. Synonymous with greatest overall value.
Business Day	Monday through Friday, except for holidays declared and observed by the Court.
CCOC	The Florida Clerks of Court Operations Corporation.
Circuit	The trial courts of original jurisdiction of one or more contiguous counties based on population and overseen by a Chief Judge.
Clerk of Court	The elected official serving as the record keeper for the Board of County Commissioners, the record keeper and administrative support for the County and Circuit Courts and the Chief Financial Officer/Comptroller for the County.
Court	May refer to a Circuit Court, a District Court of Appeal, the Supreme Court or any department or unit therein.
Court Event	An mandatory activity required of an individual who is part of a Court proceeding
Contract	The agreement which may result from this Invitation to Negotiate between the selected Vendor and the OSCA.
Contractor	The successful Vendor(s) who is/are awarded a Contract in response to this ITN 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.
CR	Clarification Request.
DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services
Electronic Messaging or Notification	The creation, storage, exchange and management of text, images, voice, sound, email or paging over an electronic communications network.
ITN	Invitation to Negotiate.
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 Negotiate which do not affect the price of the Reply 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.
Pilot	Deploying products and services to a limited group as a test or experiment to identify and correct deficiencies and issues and to determine performance and performance benefit and success probabilities prior to introducing to a wider group of users.

Platform	Hardware, software, operating systems and coordinating programs used to host an application or server.
Proposal	The complete written response of the Proposer to the ITN Scope of Work requirements, including any sample forms, supporting documents and exhibits.
Proposer	A responsive and responsible Vendor who submits a Reply containing a Proposal to this ITN.
PDF	Portable Document Format.
Reply	A competitive, sealed proposal, properly completed forms, supporting documents and attachments submitted in response to this ITN.
Responsible Vendor	A Vendor who has the capability, in all respects, to perform fully the Contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.
Responsive Reply	A Reply submitted by a responsible Vendor that conforms in all material respects to the solicitation.
SOW	Statement of Work.
State Courts System	The Florida Supreme Court, the district courts of appeal, the circuit courts, county courts, together with certain support entities, including the Office of the State Courts Administrator.
State Fiscal Year	July 1st to June 30th.
Subcontractor	Any person or entity other than an employee of the Contractor who performs any of the services listed in this ITN for compensation.
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 Reply in response to this ITN. A Vendor who submits a "responsive" Reply and is deemed a "responsible" Vendor is considered a "proposer". The entity identified as the Vendor in the Reply who is awarded a Contract as a result of this ITN 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 South Duval Street
Tallahassee, FL 32399-1900
(850) 922-1184 Office
updikes@flcourts.org

2.2 PURPOSE OF THE PROCUREMENT

The OSCA desires to enter into a contractual agreement with a qualified Vendor in the area of bulk electronic notifications to provide a process to send electronic notifications to persons who are parties to a Court case of a Court event, notice of cancellation or rescheduling, a reminder about an upcoming filing or payment deadline, or any other notification or reminder associated with a Court event or case. The Vendor will install, host and maintain the process on a commercially available platform owned and/or operated by the Vendor for the purpose of sending out bulk notifications in electronic formats. The notifications may be sent in any variety of electronic formats but must include, email and text message. The awarded Vendor will be expected to assist the OSCA in implementing the process on the platform utilizing at least one data source to generate the notifications, which can be expanded in the future to additional data sources and additional notification types for other Court related purposes. The Vendor will need to propose an initial pilot project for testing purposes, followed by a phased approach with the platform ultimately being made available to all sixty-seven (67) Clerks of Court and twenty (20) judicial circuits.

The intent of this procurement is to award a single Contract to one responsible Vendor who meets the minimum requirements set forth in this ITN with a final pricing and implementation plan that is advantageous to the SCS, with price and other factors considered. The OSCA reserves the right to award multiple contracts, if it is in the best interest of the SCS.

2.3 RESTRICTION ON COMMUNICATIONS

Vendors responding to this solicitation or person acting on their behalf may not contact, 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, any employee or officer of the SCS, the OSCA or of the executive or legislative branches of the State of Florida concerning any aspect of this solicitation, except the procurement officer named above. Violation of this provision **will result in the Vendor's Reply being rejected and the Vendor being disqualified from participating in this procurement.**

2.4 PROCUREMENT APPROACH

This is an Invitation to Negotiate designed to identify responsible and responsive Vendors who will provide a solution to meet the needs of the SCS at a price that represents the best value of all replies submitted to the OSCA. Best value does not necessarily mean the lowest bid.

The OSCA will employ a three-phase process to select the Vendor or Vendors to invite to negotiations. The phases are: 1) confirmation that all mandatory requirements have been met; 2) evaluation of the quality and thoroughness of the Vendor's proposed solution and 3) the evaluation of the proposed cost. The OSCA will employ a two-phase process to select the winning Vendor from the Vendors invited to negotiate. The phases are: 1) negotiations and 2) submission and evaluation of the "best and final offers".

The OSCA may negotiate with one or more of the top scoring Vendors who meet the minimum mandatory requirements identified in this document, sequentially, concurrently, or not at all.

The Procurement Process is described in [Section 3](#).

2.5 DESIRED VS. MANDATORY REQUIREMENTS AND ACTIONS

Within this procurement document, the use of “shall” or “must” indicates a mandatory requirement or mandatory action. The OSCA will consider failure to meet the minimum mandatory requirements a material deficiency and will reject the Reply and not consider it further.

The use of “should” or “may” indicates a desired requirement. The OSCA will not reject a Reply just because it fails to meet a desired requirement.

2.6 VENDOR ADMONISHMENTS

- 2.6.1 To submit a successful reply, vendors must carefully follow all directions in this procurement document.
- 2.6.2 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](#).
- 2.6.3 Vendors are strongly advised to carefully read the entire procurement document to fully understand the procurement process and requirements before writing and submitting a Reply.
- 2.6.4 Vendors must follow the procurement process described in [Section 3](#).
- 2.6.5 Vendors must perform all of the required activities described in Sections [8.3](#), [8.4](#) and [8.5](#).
- 2.6.6 Vendors must submit a Reply that fully complies with the required organization, format, and contents specified in Section [8.4](#) and [8.5](#).
- 2.6.7 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 like the sample provided.
- 2.6.8 Vendors should be further advised that many of the provisions of the sample Contract are required by federal and state laws rules of policies; therefore, most requested changes may have to be denied.
- 2.6.9 The OSCA may address any Contract terms and condition concerns during the Negotiation process. Failure to agree to a final Contract within ten (10) business days from the date of the issuance of the notice of intent to award will result in the Vendor being declared non-responsive and the award will be rescinded.
- 2.6.10 Confidential, proprietary, trade secret or other protected information submitted in Vendor replies must be properly and clearly identified and labeled as specified in [Section 5.11](#).

2.7 RESERVED RIGHTS

The OSCA reserves the right to:

- Amend this ITN.
- Waive minor irregularities in submitted Replies.
- Request clarifications from Vendors.
- Reject any or all Replies 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.
- Negotiate with one or more Vendors, either sequentially or concurrently, or not negotiate at all.
- Request additional Best and Final Offer’s (BAFO) if in the SCS’s best interest.
- Exercise all, or part, or none of the renewal options.
- Use any idea proposed unless otherwise protected by law.

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. The following statement to 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 Questions

3.1.3.1 Questions relevant to this procurement are invited and must be submitted in written form (emailed or mailed) to the Procurement Officer. Questions must be received by the OSCA Procurement Officer on or before the date and time identified in the Procurement Schedule ([Section 4](#)). The OSCA recommends that Vendors confirm receipt of questions submitted.

3.1.3.2 Questions and the OSCA's responses will be posted on the VBS web site in accordance with the Procurement Schedule. The written response posted on the web site is the ONLY official response. Any responses that differ from the VBS posted written responses must be considered incorrect.

3.1.3.3. Public record requests submitted as part of the question period will be answered as promptly as possible in the ordinary course of business but may not be answered as part of the question and response process. Responses to public record requests may be furnished to the requesting Vendor only.

3.1.3.4. Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted will result in the Vendor's disqualification.

3.1.3.5. It is the responsibility of each Vendor to monitor the VBS web site, as no additional notification will be provided when responses to questions are posted.

3.1.4. Errors in Procurement Documents

- 3.1.4.1. 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.
- 3.1.4.2 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 Reply 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.

3.1.5 Reply Submission

- 3.1.5.1 Replies 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**

Email Submission: SCS_Contracts@flcourts.org

- 3.1.5.2 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.
- 3.1.5.3 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.
- 3.1.5.4 Delivery means at the correct building or to the correct email address on or before the required date and time. Replies delivered late or to the wrong location or email address will be rejected. If emailing the Reply, Vendors are strongly encouraged to do so in advance of the deadline and request confirmation of receipt to ensure delivery.

3.1.6 Reply Withdrawal

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

3.1.7 Reply Opening

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

3.1.8 Material Requirements Compliance Review

- 3.1.8.1 Each Vendor shall submit a Reply that conforms in all material respects to this solicitation. Material requirements of this ITN are those set forth as mandatory or those that affect the competitiveness of replies. All replies will be reviewed to determine if they are responsive.
- 3.1.8.2 The OSCA will conduct a Mandatory Requirements Compliance Review of all replies submitted in response to this ITN. This review does not assign scores but is simply a pass/fail review. Replies that do not meet all material requirements of this ITN; fail to include any of the mandatory qualifications requirements in this ITN (see [Section 8.5](#)); fail to timely respond to Clarification Requests (see [Section 3.1.11](#)); fail to provide the required/requested information, documents, or materials in the Reply and/or during the Reply Qualification Process; or include language that is conditional, or takes exception to material terms, conditions and requirements, shall be rejected as non-responsive and not considered further.
- 3.1.8.3 The OSCA reserves the right to determine whether a Reply meets the material requirements of the ITN.

3.1.9 Reply Qualification

Upon opening of the Vendor's Technical Reply Volume, as discussed in sections [8.4.1](#) through [8.4.3](#), the OSCA will conduct a pass/fail review of each Reply to determine a Vendor's compliance with the mandatory requirements listed in [Attachment G](#) and [Attachment H](#) of the ITN. Compliance with all mandatory requirements qualifies the Vendor's Reply to continue through the procurement process.

Certain minor deficiencies in the Technical Reply Volume identified during this review process may be cured through a clarification request process, at the discretion of the OSCA. Failure of a Vendor to timely respond to clarification requests from the OSCA may result in a determination of non-responsiveness and removal of the Vendor from further consideration.

3.1.10 Reply Evaluation

The OSCA will evaluate the information submitted in the Technical Reply Volume using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the ITN, herein referred to as the Evaluation Team.

The Evaluation Team will evaluate the qualification information in accordance with [Section 8.6](#) of this ITN.

3.1.11 Clarification Requests

Throughout the solicitation process, the OSCA will issue Clarification Requests for information in Replies which may appear ambiguous or inconsistent. The following process will be used:

- 3.1.11.1. If the OSCA detects an ambiguity or inconsistency within a Reply, the Procurement Officer will issue a Clarification Request.
- 3.1.11.2. Proposers are cautioned the OSCA will not generate a Clarification Request for an omission, even of a mandatory topic or mandatory requirement. The OSCA will reject a Reply that omits a mandatory topic or requirement.

- 3.1.11.3. Clarification Requests will be provided in writing. Instructions on how and when to respond will be provided at the time the request is initiated.
- 3.1.11.4. Unless another timeframe is provided, within twenty-four (24) hours (one (1) business day) of receipt of the Clarification Request, the Proposer shall send to the Procurement Officer or their designee (by email) a written Clarification Request Response with a letter binding the company to the contents of the Clarification, the responses to the clarifications ought by the OSCA, and the signature of the individual authorized to bind the company. The Proposer should confirm receipt. The OSCA will ignore any written material that does not respond directly to a Clarification Request.
- 3.1.11.5. The OSCA will use the written Clarification Request Responses to update the Proposer's Reply. An unresolved Clarification Request may result in an Evaluator deeming a Proposer's Reply non-responsive.
- 3.1.11.6. Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore, Proposers may not submit information that does not respond directly to a Clarification Request in the written Clarification Request Responses. If a Proposer does submit new information that does not directly respond to the Clarification Request, the OSCA will not evaluate it.
- 3.1.11.7. Clarifications will not result in a material or substantive change to the Proposer's Reply.

3.1.12 Divergent Review

- 3.1.12.1 At the conclusion of the Qualification Evaluation, a divergent review may take place, at the discretion of the OSCA. A divergent review provides all evaluators with the opportunity to re-review any evaluation criteria given an unusually high or low score when compared to scores from other evaluators for the same criteria.
- 3.1.12.2 Evaluators are only provided the opportunity to re-review divergent criteria; they are not required to but may change any evaluation determination based on this review.
- 3.1.12.3 After a divergent review, regardless of whether the divergence still exists, the solicitation process will continue forward without delay.

3.1.13 Cost Volume Opening

- 3.1.13.1 On the date set forth in the Procurement Schedule Volume Two: Cost Reply will be opened. This meeting will be for the OSCA to open and record the Vendor names and submitted costs on a Cost Data Sheet.
- 3.1.13.2 The Cost Data sheet will be made available to interested parties upon written request to the Procurement Officer listed in [Section 2.1](#).
- 3.1.13.3 The contents of Cost Reply submissions, excluding the Cost Data Sheets 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.

3.1.14 Cost Data Volume Review

The OSCA will check the arithmetic and include each Vendor's cost information into a matrix with all other Vendor's cost information to arrive at the points awarded for cost. The lowest bidding Vendor will receive 100 points and the other Vendors will receive points commensurate with the proximity of their bid to the lowest bid.

3.1.15 Negotiations

The OSCA will rank Vendors on total Technical Reply and Cost Reply scores to determine which

Vendors to negotiate with.

- 3.1.14.1 The OSCA reserves the right to negotiate with one or more, all, or none of the Vendors submitting responsive replies to the ITN. The OSCA further reserves the right not to eliminate any responsive Vendor from consideration during negotiations, as determined to be in the best interest of the SCS.
- 3.1.14.2 The OSCA reserves the right to conduct negotiations sequentially, concurrently, or not at all. If there are no issues requiring negotiation with a Vendor, the OSCA will not conduct a negotiation meeting.

3.1.16 Notice of Intended Award

- 3.1.16.1 At the conclusion of negotiations, 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.
- 3.1.16.2 Successful negotiations do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract.
- 3.1.16.3 It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.

3.1.17 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.

- 3.1.17.1 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 hour period excludes Saturdays, Sundays and legal holidays. Filing may be made via email to the Procurement Officer identified in [Section 2.1](#).
- 3.1.17.2 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.
- 3.1.17.3 A protest bond within ten (10) calendar days after the date on which the notice of Intent to Protest is filed.
- 3.1.17.4 **Failure to file a protest within the time prescribed or to post the bond or other security required by this ITN shall constitute a waiver of protest proceedings.**
- 3.1.17.5 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 and 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.
- 3.1.17.6 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 ITN 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 Negotiate	November 21, 2018	
Questions/Inquiries - Vendor submits questions/inquiries, no later than	December 5, 2018	3:00 PM
OSCA posts responses to questions/inquiries on the Vendor Bid System	December 12, 2018	3:00 PM
Reply submissions DUE DATE and QUALIFICATIONS VOLUME OPENING TIME	January 4, 2019	3:00 PM
<i>The below sequence of events is being provided for informational purposes only. Date(s) and Time(s) for each will be provided closer to the actual event.</i>		
<i>The OSCA will publish any ITN addendum on the VBS and/or notify in writing via email, all Vendors that submitted Replies, with the date and time and guidance/instructions, as applicable for each event.</i>		
OSCA begins providing Clarification Requests to Vendors as needed	January 7, 2019	
COST VOLUME OPENING	January 18, 2019	3:00 PM
Begin conducting Negotiations	January 21, 2019	
Sealed Best and Final Offers Due, If Required	January 28, 2019	3:00 PM
Post Intent to Award on Vendor Bid System	January 29, 2019	3:00 PM
Contracts Distributed to Vendors	January 30, 2019	
Signed Contracts Due Back from Vendors	February 7, 2019	
Contract Start Date	February 14, 2019	

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5. PROCUREMENT CONSTRAINTS

5.1 COMPLIANCE WITH LAWS

Any person submitting a Reply 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 Reply documents or the attendance at any related meeting or Reply 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 its diverse business industry and population 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 reply 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 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 reply 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 Florida Department of Management Services 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, Division of Corporations as an entity authorized to transact business in the State of Florida by the date the Technical Requirements Volume is opened. Vendors who fail to register will be deemed “non-responsible” and will be excluded from consideration.

Registration documentation must be submitted in Volume One: Tab A of the Vendor’s Reply.

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 W-9 (or Substitute W-9). All Vendors must file a W-9 and complete the IRS TIN matching process before they submit a response to this ITN.

The confirmation of successful completion of the IRS TIN matching emailed to the Vendor by the DFS system must be submitted in Volume One: Tab A of the Vendor’s Reply.

Vendors may complete the W9/IRS TIN matching online at: <https://flivendor.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 Reply and must submit evidence of their registration with their Reply 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 ITN or with project management oversight are precluded from bidding or preparing a Reply 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 ITN.

All Vendors submitting a Reply to this ITN 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 Reply.

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 Contract Manager.

5.11 CONFIDENTIAL INFORMATION

The OSCA takes its public records responsibilities very seriously.

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume One: Technical Reply that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

If a Vendor considers any response information in the documents submitted in response to this solicitation exempt from disclosure pursuant to [Rule 2.420](#), Florida Rules of Judicial Administration, such information shall be clearly marked as "CONFIDENTIAL" or "TRADE SECRET" and shall site the legal basis for the exemption. Information claimed as a trade secret must be specifically marked as such and must meet the definition of trade secret provided in [Section 688.002\(4\), Florida Statutes.](#), and [Section 812.081, Florida Statutes.](#) Failure to identify any information submitted as confidential shall constitute a waiver of any claimed exemption.

A Vendor that claims any information in the Reply is exempt from disclosure must provide a redacted copy of the Reply clearly marked "Redacted Copy."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

The OSCA will provide the redacted copy of the Reply in response to any public records request. If a requestor asserts a right to the redacted information, or the redacted information becomes subject to a demand for discovery or disclosure, the OSCA will give the Vendor prompt notice and the Vendor shall be responsible for defending its determination that the redacted portions of the documents are confidential or exempt from disclosure.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages. Designating materials as proprietary will not necessarily protect it from disclosure.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are identified.

Any Reply that is 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 Reply or a negotiation session only if accompanied by a waiver that will allow the OSCA to make paper and electronic copies necessary for the use of OSCA staff and agents and to fulfill public record requests.

5.13 VENDOR EXPENSES

All costs incurred by Vendors in preparing or submitting Replies and due to other procurement-related activities (including, but not limited to: site visits, presentations, conferences, reproduction, travel, evaluation of any Reply, 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 REPLY DURATION

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

6. STANDARD REPLY 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, as amended;
- 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 and the regulations issued thereunder by the federal government;
- 6.1.5 All terms and conditions set out in this ITN;
- 6.1.6 A condition that the Reply submitted was independently arrived at, without collusion;
- 6.1.7 The requirement that the Reply submission is binding until execution of a Contract with the successful Vendor;
- 6.1.8 That any understanding, agreement, or connection with any corporation, firm or person submitting a Reply for this same ITN is in all respects fair;
- 6.1.9 Certification that the person signing the Reply is authorized to sign for the Vendor and to bind the company; and
- 6.1.10 All requirements of the ITN, including but not limited to, certification requirement.

If any Vendor fails to comply with [Section 6.1.1](#) through [Section 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 Reply. 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 REPLIES

All Replies 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. All Replies will be held in confidence during the evaluation process and prior to posting a "Notice of Intended Agency Decision". The SCS shall have the right to use all ideas, contained in any Reply received in response to this ITN. Selection or rejection of the Reply will not affect this right.

Confidential information, including trade secrets, contained in Replies will be handled in accordance with [Sections 8.4.3](#) and [8.5.10](#) of this ITN.

6.3 AUTHORIZED SIGNATURE

All Replies must be signed by an individual authorized to bind the Vendor to the provisions of the ITN.

6.4 WORK LOCATION

The OSCA prefers the work be performed within the boundaries of the State of Florida, however the Contractor may propose work to be performed outside of the State of Florida as long as it is performed within the boundaries of the United States or its territories.

6.5 CONFIDENTIALITY OF INFORMATION

Vendors understand that information exchanged pursuant to this Contract may include information that is confidential or exempt from public disclosure pursuant to Article I, Section 24 of the Florida Constitution and [Rule 2.420](#), Florida Rules of Judicial Administration. As a result, the Vendor will be required to use utmost care to protect the confidentiality of information or data provided by the SCA or the OSCA pursuant to the Contract. If the Vendor receives a public records request, the Vendor will immediately notify the Procurement Officer identified in [Section 2.1](#). The OSCA will

review the public records request and relevant records of the Vendor and determine the appropriate response.

Any use, sale or offering of this data in any form by the Vendor, his/her employees or assignees will be considered in violation of this ITN and breach of the resulting Contract. Penalties for violations of confidentiality will include, but are not limited to, cancellation of Contract, requiring the Vendor to purchase identity theft protection services and insurance and any be responsible for any legal action taken by any injured party with no damages paid by the OSCA.

6.6 SUBCONTRACTS

Subcontractors, including leased employees are allowable under this Contract. Vendors should refer to [Section 6.1.8](#) and [Section 6.6](#): Contractor, for additional information regarding Contractor and Subcontractor relationships.

The OSCA reserves the right at its sole discretion to approve or request substitution of Subcontractor(s) initially proposed in a Vendor's Reply. Additionally, the Contractor must receive written approval from the OSCA prior to substituting one (1) Subcontractor for another; approval is at the sole discretion of the OSCA.

Refer to [Section 8](#) for Reply Submission requirements.

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7 ADDITIONAL TERMS AND CONDITIONS

The successful Vendor, in response to this ITN, 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 ITN does not, by itself, obligate 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 the 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 two (2) years, unless terminated earlier by the OSCA under the terms of the Contract, subject to the availability of state funds.

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 Contract resulting from this ITN may be renewed for a period equal to the term of the original Contract or a period(s) totaling not more than three (3) years. Renewals are contingent upon the satisfactory performance evaluation 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 ITN 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 its 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 ITN. 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.

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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 will be required to execute a Contract similar to the one provided.
- 7.5.2 The OSCA anticipates addressing any Terms and Condition concerns during the Negotiation process and continue post award, as necessary. Vendors should scrutinize the sample Contract provided as Appendix 1 and submit any suggested additions, deletions, objections, or modifications to this Contract with Volume Two: Cost Reply. Vendors selected for negotiations will be provided an opportunity to discuss only those additions, deletions, objections, or modifications to this Contract that were submitted in Volume Two.
- 7.5.3 Vendors should be 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 during negotiations.
- 7.5.5 The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

NOTE: Vendors **must** submit additions, objections, or modifications in Volume Two of their Reply submission. These will only be the only Contract items considered with Vendors selected for Negotiations.

7.6 SEVERABILITY

If any provision of the Contract resulting from this ITN 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 DATA SECURITY

- 7.7.1 Network Security: The Contractor shall maintain the Contractor's network security that -- at a minimum -- includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third-party penetration testing. The Contractor shall maintain network security that conforms to one of the following:
 - 7.7.1.1 Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at <http://web.nvd.nist.gov/view/ncp/repository>. Or
 - 7.7.1.2 Any recognized comparable security standard that the Contractor then applies to its own infrastructure. Industry standards such as ISO 27002, PCI Data Security Standard, and ISF Standard of Good Practice and, align with security best practices from Center for Internet Security.

- 7.7.2 Data Security: The Contractor at a minimum shall protect and maintain the security of data in accordance with one of the aforementioned standards and practices required by the OSCA.
- 7.7.3 Data Breach: Unauthorized Release Notification: The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the OSCA Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the OSCA, its officials, and employees from and against any claims, damages or other harm related to such Notification Event.
- 7.7.4 End of Contract Data Handling: Upon termination of the resulting Contract, the Contractor shall erase, destroy, and render unreadable all Contractor copies of data according to the standards enumerated in accordance with the NIST Special Publication, 800-88, Revision 1, Guidelines for Media Sanitation <http://dx.doi.org/10.6028/NIST.SP.800-88r1> and certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven days of the request of an agent of the OSCA, whichever shall come first.

7.8 CONTRACT FUNDING

The Contractor will propose a monetary value proportionate to the Vendor's level of effort for the completion of each milestone and/or deliverable outlined in this ITN. The price for each milestone and/or deliverable, including a description of how the value was determined must be included in Volume Two, Tab I. The Vendor will be compensated for the successful completion 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.

7.9 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 or services received. The OSCA reserves the right to require the Contractor to cure any or 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 ITN process.

7.10 INSURANCE REQUIREMENTS

Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor shall maintain the following insurance, with the SCA and the OSCA named as an additional insured, which will provide funds, fees, and legal costs for any damage as a result of the Contractor's services. 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), the Contractor will provide updated copies of the certificate(s) of coverage to the OSCA within ten (10) business days after execution and annually thereafter.

7.10.1 Commercial General Liability

The Contractor will be accepting full responsibility for identifying the types of liability coverage (including auto coverage, if employees are to operate motor vehicles within the State of Florida) to provide reasonable financial protections for the Vendor, the OSCA and the SCS for damages resulting from the work performed under the Contract entered into as a result of this ITN. Given the nature of the Contract, a minimum of \$1,000,000.00 of coverage will be required. The OSCA reserves the right to require additional coverage.

7.10.2 Workers' Compensation Insurance

Employees of the Contractor must be insured according to State of Florida (or the State in which the employee works) or other applicable regulations and must be covered to the full extent under workers' compensation.

7.11 LIQUIDATED DAMAGES

In an effort to encourage timely delivery of the goods and/or services required by this ITN 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 daily fixed-fee reduction to the Contractor's invoice for goods and/or services 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 ITN process.

7.12 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:

7.12.1 Level of proficiency in providing the required services.

7.12.2 Responsiveness and timeliness in providing service.

7.12.3 Responsiveness to inquiries.

7.12.4 Timeliness of submission of reports, documentation and deliverables to the OSCA.

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8. SCOPE OF WORK

8.1 BACKGROUND

The Florida Legislature has directed the OSCA to coordinate with the CCOC to competitively procure an information technology platform to electronically transmit alert reminders and information to individuals involved in active cases in the Florida State Courts System. It is the intent of the OSCA to enter into a contractual relationship with a Vendor, experienced in electronic messaging with an existing platform, to develop, and implement a process on that platform that will allow participants to register, or Clerks of Court or Court personnel to register on behalf of participants, to receive electronic notice of a Court event, notice of cancellation or rescheduling, a reminder about an upcoming filing or payment deadline, or any other notification or reminder associated with a Court event or case. It must collect information from one or more data sources as necessary to match the participant with their case(s) to generate a daily list of electronic notices to be sent.

The SCS and the OSCA envision a platform that can link participants registration profiles to cases in multiple counties and send the electronic notifications for the requested events for Court cases to improve attendance, reduce rescheduling, increase voluntary compliance with Court requirements and improve the efficiency of Court operations.

The OSCA is including excerpts from the most recent annual statistics report in Appendix 2 to this ITN that show the number of case filings at both the County Court and Circuit Court level by month.

8.2 GOALS AND OBJECTIVE

The objective for this ITN is to identify and contract with a responsive and responsible Vendor to provide a web portal for public and internal use, a database, a data-matching process with a single or multiple data sources and daily electronic notification transmission services to Court participants that will:

- 8.2.1. Allow Participants to register or otherwise sign up to receive notifications. Likewise, the portal and platform must allow for a user to opt out to stop receiving notifications, including data collection on why the user wishes to stop.
- 8.2.2. Utilize industry standard security and related protocols to protect the information provided by the users.
- 8.2.3. Allow the user to update their information.
- 8.2.4. Have an underlying platform to utilize the data provided by the users to compare with Court data to match the user with their respective case.
- 8.2.5. Provide for verification of case matching and a user acceptance or validation of the case information.
- 8.2.6. Exchange data via secure transmission channels and protocols, and in multiple data exchange formats.
- 8.2.7. Accept data files from a single or multiple data sources.
- 8.2.8. Transmit customized electronic notifications, based on templates, at pre-determined intervals to Court participants containing data specific to that participant. Data from one or more data sources will be utilized to populate specific fields in the scripted template notifications.
- 8.2.9. Process new and updated information (data) that will dictate additional or modified notifications.
- 8.2.10. Audit and report delivery success rate(s) and recipient acknowledgement rate(s).
- 8.2.11. Have the ability to measure delivery related performance measures including, but not limited to, notifications sent, notifications delivered, notifications received, failed notifications and notifications acknowledged.
- 8.2.12. Provide 24x7 technical support.

8.3. PROJECT APPROACH

The project will utilize a seven (7) phase system development lifecycle (SDLC)

Phases

- 8.3.1. Phase 1 – Planning and Scheduling:
Analyzing the current situation to determine possible solutions, resource needs, identify and coordinate with stakeholders, project principles, key staff to develop a project plan and project schedule.
- 8.3.2. Phase 2 – Requirements Analysis:
Identifying the system and end user requirements; drafting functional specifications, identification of necessary data elements; and an analysis of the source systems and their capabilities.
- 8.3.3. Phase 3 – System Design:
Create a system blueprint that includes technical specification documents for each functional specification; create a design document to demonstrate how your system will carry out the technical specification requirements; the database structure and table format, queries and processes.
- 8.3.4. Phase 4 – System Development:
Construct the system on your platform including the format and field requirements for the batch input file necessary to transfer the data from the source to the OSCA database on your system. Batch file conversion processes must also be developed to covert the data from the export file from the source system to format required for upload to the OSCA database.

- 8.3.5. Phase 5 – Testing:
Recommend to the OSCA at least two (2) and no more than six (6) counties to test the new system. This phase will include training the staff to use the system, promotional materials for participants and training for IT staff. All bugs identified during testing must be corrected before full system implementation can occur.
- 8.3.6. Phase 6 – Implementation
This will be the phased in roll out to the remainder of the 67 counties. This phase will include training the staff to use the system, promotional materials for participants and training for IT staff.
- 8.3.7. Phase 7 – Operations and Maintenance:
Upon completion of the implementation phase, the Vendor will operate and maintain the system and continue to send messages for all 20 Circuits and all 67 counties. This phase will be on annual renewal and will include messages, bug-fixes and system enhancements.

8.4 REPLY STRUCTURE

Vendors must submit a Reply that demonstrates its ability and experience in the design, development and implementation of an expandable and adaptable bulk electronic notification system and the training, expertise and resources to operate the system to provide participants in active Court cases notification of case activities and events.

The Reply must be divided into two volumes. Volume One will contain the proposed “Technical” information and Volume Two will be the proposed “Cost” information. Each volume will be opened at the dates and times found in the Procurement Schedule in [Section 4](#) of this ITN.

The Reply must be in electronic format with separate tabs that address each requirement. Vendors must use the tabs and requirements numbering sequence used in this ITN for their response. The “Mandatory Requirements Checklist”, [Attachment G](#) and the “Requirements Response Location Checklist”, [Attachment H](#) to this ITN must be submitted with the Reply. The checklists will determine if the Reply will be accepted for review and provide the evaluators the exact location (tab, section, item number, page and paragraph) where they can find the information they need to evaluate each requirement.

Vendors are cautioned not to leave the response fields on the checklist for any mandatory requirement blank. Any blank field may result in the rejection of the Reply. Evaluators will not search through the entire Reply to find the information they need to evaluate each requirement. If an evaluator misses pertinent information during the evaluation due to a blank field on a checklist, no Divergent Review (see [Section 3.1.12](#)) will be conducted.

8.4.1 Volume One Contents

Volume One 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.

- 8.4.1.1 Volume One files labeling must be in the following formats:
 - 8.4.1.1.1 For Volume One: “*Technical Reply, Non-Redacted - OSCA-ITN-18-001-VOLUME 1-<Section Letter>-<Vendor Name>*”.
 - 8.4.1.1.2 For Volume One (Redacted): “*Technical Reply, Non-Redacted - OSCA-ITN-18-001-VOLUME 1-<Section Letter>-<Vendor Name> REDACTED*”.
- 8.4.1.2 Volume One must contain the following sections:
 - 8.4.1.2.1 Tab A – Corporate Documents
 - 8.4.1.2.2 Tab B – Company and Staff References

The Vendor shall send out the Corporate Reference Form ([Attachment D-1](#)), to each of the three clients identified on Tab B and to any additional current or past clients and request that the form be completed, signed, and returned directly to the Procurement Officer listed on the form. The Vendor may wish to complete the Corporate Information and Project Description sections of the forms prior to sending it to the chosen references.

The references in Tab B must fill out the evaluation portion of the form, sign it, and mail it to the OSCA in sufficient time to be received by the date and time in which the responses are due. The Vendor shall ensure that the OSCA receives, in addition to the references from the clients identified in Tab B, three additional forms from any current or past clients to evaluate.

The Vendor or the individual staff members shall send out the Staff Reference Form ([Attachment D-2](#)), to current or past clients and request that the form be completed, signed, and returned directly to the OSCA Procurement Officer listed on the form. The staff member information and project description sections of the form may be filled out prior to sending it to the chosen reference. The reference must fill out the evaluation portion of the form, sign it, and return it to the OSCA in enough time to be received by the date and time in which the responses are due.

If the OSCA has not received the required number of reference forms by the due date, the Procurement Officer will notify the Vendor and allow two additional business days for the Vendor to follow up on missing forms or to request others. Forms may be received via mail, Email or Fax.

If the OSCA receives more than three additional reference forms, the first three references received will be scored.

- 8.4.1.2.3 Tab C – Proposed Process for Project Planning and Scheduling.
- 8.4.1.2.4 Tab D – Proposed Process for Requirements Analysis.
- 8.4.1.2.5 Tab E – Proposed Process for System Design.
- 8.4.1.2.6 Tab F – Proposed Process for System Development.
- 8.4.1.2.7 Tab G - Proposed Process for Testing.
- 8.4.1.2.8 Tab H – Proposed Process for System Implementation.
- 8.4.1.2.9 Tab I - Proposed Annual Operations and Maintenance.
- 8.4.1.2.10 Tab J - Confidential Claims Disclosures.
- 8.4.1.2.11 Tab K - Requirements Response Location Form
- 8.4.1.2.12 Tab L - Proposed Optional Products and Services

8.4.2 **Volume One: Technical Reply, Non-redacted Version**

All Vendors submitting a Reply to this ITN shall submit a non-redacted version of Volume One: Technical Reply, which will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of evaluating, negotiating, and awarding a Contract under this ITN.

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to

disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, such information shall be clearly marked as "CONFIDENTIAL."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are included.

Any Reply that is 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.

8.4.3 **Volume One: Technical Response, Redacted Version**

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, the Vendor must simultaneously provide the OSCA with a separate redacted copy of its Reply with its submission. The redacted copy shall:

- 8.4.3.1 Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Reply that fails to properly justify each occurrence of protected information may be rejected.
- 8.4.3.2 Only exclude, obliterate, or redact those exact portions claimed confidential, proprietary, trade secret, or otherwise exempt.
- 8.4.3.3 The front page and each page of the redacted version must have "Redacted Version" in the footer of each page.

The Vendor will be responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the OSCA and the Court for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Vendor fails to submit a Redacted Version with its Reply package, the OSCA is authorized to produce all documents, data or records submitted by the Vendor in answer to a public records request for these records.

8.4.4 **Volume Two: Cost Reply Contents**

Volume Two must be submitted electronically in both PDF format and in unsecured, editable version of its native format, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files may be submitted via email, CD, DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives.

Volume Two files labeling must be in the following formats:

- 8.4.4.1. For Volume Two, Cost Reply, Non-Redacted - OSCA-ITN-18-001-VOLUME 2-"Section Letter"- "Vendor Name".

Volume Two must contain the following sections:

- 8.4.4.2 Tab M – Prices by Deliverable Sheet
- 8.4.4.3 Tab N – Prices for Optional Services Sheet
- 8.4.4.4 Tab O – Issues with Standard Contract Terms and Conditions

NOTE: Only issues submitted in Section O will be considered during negotiations. Leaving the section blank will signify that the Vendor accepts all Contract terms and conditions and will sign the Contract “as-is”.

The OSCA will consider all concerns with specific Contract terms and conditions, however, may not grant the requested change. Failure to sign the final Contract upon award will result in the Vendor being deemed “non-responsive”. This will result in the award being rescinded and the Vendor will be disqualified from further participation in this procurement and any resulting Contract.

8.4.5 **Cost Information, Non-redacted Version**

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume Two: Cost Information that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

Vendors are cautioned not to include any proprietary information in Volume Two as no part of the Cost Information is considered “confidential” or exempt from public disclosure after the awards are made.

8.5 REPLY SECTIONS AND REQUIREMENTS

8.5.1 TAB A – CORPORATE DOCUMENTATION REQUIREMENTS

In this section, Vendors will:

REQUIREMENT ID	DESCRIPTION
A-1	Provide a cover letter formally submitting the Reply and verifying that the Reply is valid until Contract(s) awarded by this ITN are signed. See Section 6.3.
A-2	Confirm they have read and agree to the procurement process as outlined in Sections 2 through 7 of this document. By submitting a Reply and confirming agreement, Vendors are acknowledging they have read and understand the process being used for this ITN procurement and are waiving all rights to file a protest on the procurement process.
A-3	Confirm and demonstrate compliance with all state and federal laws. See Sections 5.1 through 5.9, and 7.5.
A-4	Confirm that no conflicts exist that might prevent the Vendor from submitting a Reply. See Section 5.9
A-5	Disclose all proposed Sub-contractors and confirm that all requirements of this ITN will be imposed upon the Sub-contractor. See Section 6.6
A-6	Provide a signature and evidence that the signatory is authorized to submit the Reply and bind the Vendor to a Contract. See Section 6.3
A-7	Provide documentation to support the Vendors ability to provide administrative and fiscal support for the work required by this ITN and a description of the Vendors financial management systems, and management structure.

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8.5.2. TAB B– CORPORATE AND STAFF REFERENCE REQUIREMENTS

In this section, Vendors must submit documentation necessary to establish that the company and staff are “responsible”, qualifying them to submit a Response to this ITN.

REQUIREMENT ID	DESCRIPTION
B-1	<p>Documentation of previous related experience of the corporation in providing the work contemplated by this ITN. The documentation must support the following:</p> <p>B-1.1: A minimum of 5 years of experience in operating web-based platforms that house large applications and databases.</p> <p>B-1.2: A minimum of 5 years of experience in successfully providing electronic notification system services similar in scope and scale.</p> <p>B-1.3: A minimum of 5 years of experience in successfully performing batch file data exchange and conversion activities similar in scope and scale.</p> <p>B-1.3: A minimum of 5 years of experience in successfully performing database design, implementation and administration services for large applications similar in scope and scale.</p>
B-2	<p>Provide the list of client references provided the Corporate Reference Form, Attachment D-1, for completion and submission. Three (3) are required by the submission deadline.</p> <p>*Note: Only references submitted directly to the OSCA by the client will be accepted. It is suggested that additional clients be invited to provide a reference than the required three (3) to ensure at least the minimum are received.</p>
B-3	<p>Provide documentation of education, training and previous related experience of each proposed staff member to provide the work contemplated by this ITN.</p>
B-4	<p>Provide the list of client references provided the Corporate Reference Form, Attachment D-1, for completion and submission. Three (3) are required by the submission deadline.</p> <p>*Note: Only references submitted directly to the OSCA by the client will be accepted. It is suggested that additional clients be invited to provide a reference than the required three (3) to ensure at least the minimum are received.</p>

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8.5.3. TAB C – PHASE 1: PROPOSED PROCESS FOR PLANNING AND SCHEDULING

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and the current situation to best address the project plan and schedule. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
C-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
C-2	Analyze the scope and existing circumstances to determine possible solutions and their benefits, resources and time required and develop a proposed project plan and schedule.
C-3	Establish communications with and coordinating the participation of all project stakeholders in an initial meeting to present the proposed project plan and schedule.
C-4	Identify and coordinate all key project resources necessary to participate in the Phase 2: Systems Analysis and Requirements Gathering.
C-5	Finalize the project plan and schedule in a written document. This document will be identified as the "Phase 1 Planning Report", which will be a deliverable in Part I, Section D of the final Contract.
C-6	Conduct a "kick-off" meeting with Project Stakeholders and Resources to introduce the start of the project. The agenda and minutes for this meeting will be documented in a document known as the "Kick-Off Meeting Report", which will be a deliverable in Part I, Section D of the final Contract.

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8.5.4. TAB D – PHASE 2: PROPOSED PROCESS FOR REQUIREMENTS ANALYSIS

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the gathering and documenting of user requirements. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
D-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
D-2	Propose a "Requirements Traceability Methodology" (RTM) for the processing of all requirements gathered during Phase 2. It will document the needs as presented by the Stakeholders. All requirements (excluding duplicates) will be given a unique Requirement ID number. The "RTM" will be a deliverable in Part I, Section D of the final Contract.
D-3	Convert each requirement into one or more "Functional Specification" (FS) documents for use in the design phase. The documented FS's will be Deliverables in Part I, Section D of the final Contract.
D-4	Identify all data elements required to fulfill the functional specification requirements and document them in the FS.
D-5	Create a data elements table to consolidate all data elements, ensuring data elements shared by more than one FS are not duplicated, and add any field format requirements.
D-6	Identify and document the various program application/database combinations used by each Court.
D-7	Identify the batch interface capabilities for each system and any data conversion requirements. The information for each combination will be added to the RTM as a need for "data conversion" and will require functional specification documentation.
D-8	Gather IT staffing information for each entity being used as a data source, including each staff member's role in the exchange process and the times of other data exchanges they currently perform
D-9	Document the information gathered and the analysis of the information with a list of identified requirements from the RTM into a document to be known as the "Phase 2 Requirements Analysis", which will be a Deliverable in Part I, Section D of the final Contract.

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8.5.5. TAB E – PHASE 3: PROPOSED PROCESS FOR SYSTEM DESIGN

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the system design process. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
E-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
E-2	Design Specification (DS) for each FS from the prior phase that will document how your system will fulfill each functional requirement. The documented DS's will be Deliverables in Part I, Section D of the final Contract.
E-3	Design the database that will store all incoming data elements identified in the prior phase. The design must include the format of each table and each cell/field within each table; a schematic of the normalized database model, including primary keys and relationships between the tables. The normalized database design document will be Deliverables in Part I, Section D of the final Contract.
E-4	Design of the web interface for the system administrators. This password protected access will be able to add, delete or modify notification types and their accompanying messages; add and delete users for all Circuits and Clerks of Court; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.
E-5	Design of the web interface for the internal management users. This password protected access will be able to add, delete or modify outgoing notification types and their accompanying messages; add and delete users for only their assigned Circuit; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.
E-6	Design of the web interface for internal users. This password protected access must be able to add participants; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.
E-7	Design of the web interface for participant users. This password protected access must allow the participant to register to receive notifications, enter related case information and select what type(s) of notifications they will receive. The web page design document will be Deliverables Part I, Section D of the final Contract.
E-8	Design a query that will determine what types of notifications need to be sent out for each participant for the next day, generate a batch file with the notification information and export that file to the notification system. The query code document will be Deliverables in Part I, Section D of the final Contract.

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8.5.6. TAB F – PHASE 4: PROPOSED PROCESS FOR SYSTEM DEVELOPMENT

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the systems development. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
F-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
F-2	Technical Specification (TS) for each DS from the prior phase that will document how your system will fulfill each design requirement. The documented TS's will be Deliverables in Part I, Section D of the final Contract.
F-3	Configure the base software according to the TS's, being sure to update any TS document with changes made during this process.
F-4	Blueprint document of the system configuration, system components, process flows, inputs/outputs, decision points, etc. The blueprint document will be Deliverables in Part I, Section D of the final Contract.

8.5.7. TAB G – PHASE 5: PROPOSED PROCESS FOR TESTING

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the testing process requirements. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
G-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
G-2	Select a minimum of 2 counties, and not more than 6 counties to participate in the testing.
G-3	Develop training program and training materials.
G-4	Develop instructions for participants on how to register and use the system.
G-5	Identify and train key staff for participation.
G-6	Run tests and cure deficiencies.

8.5.8. TAB H – PHASE 6: PROPOSED PROCESS FOR SYSTEM IMPLEMENTATION

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the systems implementation process requirements. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
H-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
H-2	Establish a plan to roll out the system to all 67 counties by June 30, 2019.

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8.5.9. TAB I – PHASE 7: PROPOSED ANNUAL OPERATIONS AND MAINTENANCE

In this section, Vendors must submit documentation that it understands the requirements set forth in this ITN for the understanding the scope of the project and how to address the operations and maintenance of the system. At a minimum, a detailed narrative of the approach you are proposing to meet each of the requirements listed below must be provided.

REQUIREMENT ID	DESCRIPTION
I-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.
I-2	Maintaining the hardware and software used by the system, including licensing, preventive maintenance and system bug-fixes and updates.
I-3	Maintaining the functionality of the web interfaces.
I-4	System security program and measures.
I-5	System back-up and operational continuity plan.
I-6	Help-Desk operations.
I-7	Daily notification processing.
I-8	Sending notifications.
I-9	System enhancements.

8.5.10. TAB J – CONFIDENTIAL CLAIMS DISCLOSURES

If a Vendor considers any portion of the documents, data or records submitted in response to this ITN 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 ITN. Claims deemed invalid will be rejected and the Vendor will have the opportunity to withdraw their Reply.

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

8.5.11. TAB K – REQUIREMENTS RESPONSE LOCATION FORM

The Vendor must complete the Requirements Response Location Form, Attachment H to this ITN and submit it in this section. Each mandatory requirement in this ITN is included in the form, along with the location in the ITN where the requirement can be found. Vendors must add the location in their Reply where evaluators can find your proposed solution to meeting the requirement.

CAUTION: EVALUATORS WILL NOT BE REQUIRED TO SEARCH THROUGH YOUR REPLY TO FIND YOUR SOLUTION TO ANY REQUIREMENT. FAILURE TO COMPLETE THE CHECKLIST WILL RESULT IN THE REPLY BEING DISQUALIFIED FROM FURTHER CONSIDERATION. LEAVING ANY ITEM ON THE CHECKLIST BLANK MAY RESULT IN A DISQUALIFICATION OF THE REPLY AT THE DISCRETION OF THE OSCA, EVEN IF THE SOLUTION IS LOCATED.

8.5.12. TAB L – OPTIONAL PRODUCTS AND SERVICES

The Vendor must include information on and additional products and services they wish to propose as part of their Response. Promotional materials may be included, however a narrative of how the products or services with work with the proposed solution and how the product or service will further the objectives and goals in [Section 8.2](#). must be submitted.

8.5.13. TAB M - COST SUMMARY FORM – PRICES FOR DELIVERABLES

The Vendor must complete the Cost Summary Form with their proposed prices for each deliverable, [Attachment E](#) to this ITN 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 opening of the Cost Volume.

Please note that you are asked to submit a unit cost for messages. For the purposes of evaluation, Vendors must estimate the total number of messages per year and incorporate them into the fixed cost of Annual Operations and Maintenance. However, during negotiations, the OSCA may elect to separate the cost of messages from the Annual Operations and Maintenance cost and compensate for them on a per unit cost for each message. The compensation for messages and Annual Operations and Maintenance costs will be determined during the negotiation process. Only the cost of Annual Operations and Maintenance will be used in the evaluation process.

You are also being asked to provide an hourly rate for Unspecified Tasks. This rate will be used to determine the cost of any contemplated system changes or enhancements after the initial system development has been completed. This rate will not be factored into the evaluation process.

8.5.14. TAB N – COST SUMMARY FORM - PRICES FOR OPTIONAL ITEMS

The Vendor must complete the Cost Summary Form with their proposed prices for each optional product or service being proposed by the Vendor, [Attachment F](#) to this ITN 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 opening of the Cost Volume.

8.5.15. TAB O – 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 ITN. The objection must be accompanied by a narrative explaining the issue and proposed alternate language. Only the issues disclosed in Volume Two of the response at the time of submission will be open for discussion during negotiations.

8.6 REPLY EVALUATION

8.6.1. Replies that fail to comply with the instructions in this ITN will be deemed non-responsive. An Evaluation Team will evaluate only those responses meeting the criteria specified in this ITN and which have not been eliminated due to failure to meet any one of the mandatory requirements. The OSCA reserves the right to waive minor irregularities and also to reject any and all responses. The OSCA also reserves the right to request clarifications on information provided in a Reply. Selection shall be based on a point system and evaluated on the criteria identified below.

8.6.2. An Evaluation Team will score Replies using criteria set forth below. Each criterion will receive a score of 0-10 which will then be weighted and averaged, resulting in a single score for each Vendor, for each criterion. Response scoring is designed to determine which response presents the best value to the SCS. Although the OSCA desires a low price, it may be that a higher priced response provides a more technically experienced staff to meet the requirements of this ITN.

The Vendor that the OSCA selects will be the one considered to provide the best value, as determined by the scoring mechanism described below.

8.6.3. EVALUATION CRITERIA

Each is scored with 0-10 points, with a total of 2,000 possible weighted points.

Part 1 – Corporate and Staff Experience and References - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Relative Experience (Vendor) - Performing Work on Projects of Similar Size and Scope	8.2 8.3 8.5.1 B-1	1	10
Relative Experience (Vendor) – Operating a data center hosting application(s).	8.3.5 8.3.6 8.3.7 8.5.2, B-1.2	1	10
Relative Experience (Vendor) - Operating an electronic notification delivery service	8.3.7 B-1.3	1	10
Relative Experience (Vendor) – Delivering Services Consistently and On Schedule	8.3.2 8.3.3 B-1.4	1	10
References (Vendor) - Overall Satisfaction of Clients	B-1	2	20
Relative Experience (Staff) - Performing Project Management for a Project of Similar Size and Scope	B-2	3	30
Relative Experience (Staff) Developing Databases and Complex Queries for a Project of Similar Size and Scope	B-2	3	30
Relative Experience - Designing and Implementing Data Conversion Processes for Projects of Similar Size and Scope	B-2	3	30
Relative Experience (Staff) - Designing and Implementing Electronic Notification Services of Similar Size and Scope	B-2	3	30
References (Staff) - Overall Satisfaction of Clients	B-2	2	20

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Part 2 – Project Planning and Scheduling - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary.	8.3.1 8.5.3 C-1	3	30
Quality and effectiveness of the proposed process for analyzing the scope and existing circumstances to determine possible solutions and their benefits, resources and time required and develop a proposed project plan and schedule.	8.3.1 8.5.3 C-2	3	30
Quality and effectiveness of the proposed process for establishing communications with and coordinating the participation of all project stakeholders in an initial meeting to present the proposed project plan and schedule.	8.3.1 8.5.3 C-3	2	20
Quality and effectiveness of the proposed process identifying and coordinating all key project resources necessary to participate in the Phase 2: Systems Analysis and Requirements Gathering	8.3.1 8.3.5 C-4	2	20
Quality and thoroughness of the proposed Project Plan.	8.3.1 8.3.5 C-5	4	40
Quality and thoroughness of the proposed Project Schedule	8.3.1 8.3.5 C-5	4	40
Quality and effectiveness of the plan for the Project “kick-off” meeting with Project Stakeholders and Resources to introduce the start of the project.	8.3.1 8.3.5 C-6	2	20

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Part 3 – Requirements Analysis - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary	8.3.2 8.5.4 D-1	3	30
Quality and effectiveness of the proposed “Requirements Traceability Methodology” (RTM) for the processing of all requirements gathered during Phase 2.	8.3.2 8.5.4 D-2	3	30
Quality and effectiveness of the proposed process for converting each requirement into one or more “Functional Specification” (FS) documents for use in the design phase.	8.3.2 8.5.4 D-3	2	20
Quality and effectiveness of the proposed process for identifying all data elements required to fulfill the functional specification requirements and documenting them in the FS.	8.3.2 8.5.4 D-4	2	20
Quality and effectiveness of the proposed data elements table to consolidate all data elements, ensuring data elements shared by more than one FS are not duplicated, and add any field format requirements.	8.3.2 8.5.4 D-5	2	20
Quality and effectiveness of the proposed process for identifying and documenting the various program application/database combinations used by each Court.	8.3.2 8.5.4 D-6	1	10
Quality and effectiveness of the proposed process for identifying the batch interface capabilities for each system and any data conversion requirements, adding the information to the RTM as a need for “data conversion” and development of functional specification documentation for each interface.	8.3.2 8.5.4 D-7	2	20
Quality and effectiveness of the proposed process for gathering IT staffing information for each entity being used as a data source, including each staff member’s role in the exchange process and the times of other data exchanges they currently perform.	8.3.2 8.5.4 D-8	2	20
Quality and effectiveness of the proposed plan for documenting the information gathered and an analysis of the information with a list of identified requirements from the RTM in the “Phase 2 Requirements Analysis Report”,	8.3.2 8.5.4 D-9	3	30

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Part 4 - System Design - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary	8.3.3 8.5.5 E-1	3	30
Quality and effectiveness of the proposed process for developing the Design Specifications (DS) for each FS from the prior phase that will document how your system will fulfill each functional requirement.	8.3.3 8.5.5 E-2	3	30
Quality and effectiveness of the proposed process for designing the database that will store all incoming data elements identified in the prior phase.	8.3.3 8.5.5 E-3	3	30
Quality and effectiveness of the proposed design for the web interface for the system administrators.	8.3.3 8.5.5 E-4	2	20
Quality and effectiveness of the proposed design for the web interface for the internal management users.	8.3.3 8.5.5 E-5	2	20
Quality and effectiveness of the proposed design for the web interface for internal staff users.	8.3.3 8.5.5 E-6	2	20
Quality and effectiveness of the proposed design for the web interface for Participant users.	8.3.3 8.5.5 E-7	2	20
Quality and effectiveness of the proposed query design to identify what messages must be sent out, when they need to be sent and to whom they will be sent.	8.3.3 8.5.5 E-8	3	30

Part 5 - System Development- 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary	8.3.4 8.5.6 F-1	2	20
Quality and effectiveness of the proposed process for developing Technical Specifications (TS) for each DS from the prior phase that will document how your system will fulfill each design requirement.	8.3.4 8.5.6 F-2	6	60
Quality and effectiveness of the proposed process for configuring the base software according to the TS's to ensure TS documents with changes made during this process.	8.3.4 8.5.6 F-3	6	60
Quality and effectiveness of the proposed process creating the blueprint document to capture the system configuration, system components, process flows, inputs/outputs, decision points, etc.	8.3.4 8.5.6 F-4	6	60

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Part 6 - Testing - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary.	8.3.5 8.5.7 G-1	3	30
Quality and effectiveness of the proposed process for selecting counties to participate in the testing.	8.3.5 8.5.7 G-2	1	10
Quality and effectiveness of the proposed process for developing the training program and materials.	8.3.5 8.5.7 G-3	5	50
Quality and effectiveness of the proposed process for developing instructions for participants on how to register and use the system.	8.3.5 8.5.7 G-4	5	50
Quality and effectiveness of the proposed process for identifying and training key staff for participation in testing.	8.3.5 8.5.7 G-5	1	10
Quality and effectiveness of the proposed process for testing and curing deficiencies.	8.3.5 8.5.7 G-6	5	50

Part 7 – Statewide Implementation - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary	8.3.6 8.5.8 H-1	10	100
Quality and effectiveness of the proposed plan to roll out the system to all 67 counties by June 30, 2019..	8.3.6 8.5.8 H-2	10	100

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Part 8 – Operations and Maintenance - 200 Points

Criterion	ITN Ref.	Weight	Total Points
Overall understanding of the goals and objective of the project demonstrated in the Executive Summary	8.3.7 8.5.9 I-1	3	30
Quality and effectiveness of the proposed plan for maintaining the hardware and software used by the system, including licensing, preventive maintenance and system bug-fixes and updates.	8.3.7 8.5.9 I-2	2	20
Quality and effectiveness of the proposed plan for maintaining the functionality of the web interfaces.	8.3.7 8.5.9 I-3	2	20
Quality and effectiveness of the proposed system and data security plan.	8.3.7 8.5.9 I-4	3	30
Quality and effectiveness of the proposed system back-up and operational continuity plan.	8.3.7 8.5.9 I-5	2	20
Quality and effectiveness of the proposed Help-Desk operations plan.	8.3.7 8.5.9 I-6	2	20
Quality and effectiveness of the proposed plan for daily batch processing.	8.3.7 8.5.9 I-7	2	20
Quality and effectiveness of the proposed plan for daily notification services.	8.3.7 8.5.9 I-8	2	20
Quality and effectiveness of the proposed plan for handling system enhancements.	8.3.7 8.5.9 I-9	2	20

Part 9 – Cost - 400 Points

Criterion	Weight	Total Points
Cost Score = Lowest Cost Bid X Maximum Points Available	4	300

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ATTACHMENT A - CONTRACTUAL SERVICES ACKNOWLEDGEMENT FORM

 <p style="text-align: center;"> FLORIDA STATE COURT SYSTEM OFFICE OF THE STATE COURTS ADMINISTRATOR INVITATION TO NEGOTIATE CONTRACTUAL SERVICES - ACKNOWLEDGEMENT FORM </p>	
Page <u>1</u> of <u>XX</u> Pages	SUBMIT FORM TO: Office of the State Courts Administrator General Services Office, 500 S. Duval Street
AGENCY RELEASE DATE:	Tallahassee, Florida 32399-1900 Email - SCS_Contracts@flcourts.org
SOLICITATION TITLE: Electronic Notification Platform Project	
SOLICITATION NO: ITN# 22-18-002	
PROPOSALS WILL BE OPENED: @ 3:00 PM and may not be withdrawn prior to execution of a Contract.	
VENDOR NAME:	
VENDOR MAILING ADDRESS:	
CITY - STATE - ZIP:	
*AUTHORIZED SIGNATURE (MANUAL)	
PHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
*AUTHORIZED SIGNATURE (TYPED), TITLE	
FEID NO.:	
*This individual must have the authority to bind the Respondent.	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	
I certify that this Response 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 Response, including but not limited to, certification requirements. In submitting a Response 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 agency tenders final payment to the Respondent.	
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.	
PRIMARY CONTACT:	
SECONDARY CONTACT:	
NAME, TITLE:	NAME, TITLE:
ADDRESS:	ADDRESS:
PHONE NUMBER:	PHONE NUMBER:
EMAIL ADDRESS:	EMAIL ADDRESS:

ATTACHMENT B- NOTICE OF CONFLICT OF INTEREST FORM

For participating in the Invitation to Negotiate 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 A: 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 A: 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: _____

**ATTENTION VENDOR: Please make copies of this page as needed
to submit all required references**

ATTACHMENT C - STATEMENT OF NO INVOLVEMENT

I, as an authorized representative _____ 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 Negotiate.
2. Been a participant on any conference call or meeting where the contents of this Invitation to Negotiate were discussed prior to its official publication on the Vendor Bid System.
3. Discussed 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 Negotiate or any draft of this Invitation to Negotiate 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 Negotiate for at least 2 years prior to the official publication of this Invitation to Negotiate on the Vendor Bid System.

Company Name: _____

Signature: _____

Date: _____

Comments:

ATTACHMENT D-1 - CORPORATE REFERENCES

Vendor Name: _____

The Vendor shall provide three (3) customer references for projects similar in scope (current and prior) that the Vendor has performed within the past five (5) years, including a brief project description. The OSCA reserves the right to use references obtained other than those the Vendor provided.

Company Name: _____

Contact Person: _____

Company Address: _____

City, State, & Zip: _____

Phone Number: _____

mail Address: _____

Contract Amount: _____

Date of Services Provided: _____

General Description of Work Performed: _____

Comments:

***ATTENTION VENDOR: PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO SUBMIT ALL REQUIRED REFERENCES.**

**FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR
ELECTRONIC NOTIFICATION PLATFORM PROJECT, ITN-18/19-001
ATTACHMENT D-2 - PROJECT STAFF REFERENCE**

Individual's Name: _____

Proposed Position/Role: _____

Proposing Contractor Name: _____

Reference Name: _____ Phone # _____

Organization Name: _____ Email: _____

TO BE COMPLETED BY REFERENCE

1. Do you know of this individual? Y or N. If yes, in what capacity?

2. Please describe briefly the services provided by this individual along with their approximate start and end dates. (_____ **start** _____ **end**)

3. How would you rate this individual's performance? (Excellent, Good, Fair, Poor.) Comments?

4. Were there any areas in which this individual excelled? Y or N Comments?

5. Were there any areas that could use improvement? Y or N Comments?

6. Would you rehire this individual for a similar service in the future? Y or N Comments?

Please return by to: Mr. Steven K. Updike, CPPB
OSCA General Services Unit
500 S. Duval Street
Tallahassee, FL 32399-1900
(850) 922-1184

ATTACHMENT E - COST RESPONSE 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 ITN or the resulting Contract. The Contractor will be compensated on a firm-fixed-fee per deliverable basis. Travel will not be paid, except for pre-approved travel for training.

In compliance with this Invitation to Negotiate for the Electronic Notification Platform Development Project, _____ proposes to charge the following for the deliverables described in this ITN. In making this Reply, we acknowledge that we have read and understand this ITN and hereby submit our Reply in accordance with the terms, conditions and specifications of this ITN. The details of how these prices were arrived at are itemized on the pages attached to this form.

LINE #	DELIVERABLE	PROPOSED PRICE
1	Phase 1: Project Planning and Scheduling	
2	Phase 2: Requirements Analysis	
3	Phase 3: System Design	
4	Phase 4: System Development	
5	Phase 5: Testing	
6	Phase 6: Statewide Implementation	
7	Phase 7: Operations and Maintenance	
8	Individual Message Rate	
9	Hourly Rate for Unspecified Tasks	
TOTAL PROPOSED PRICE		

Signed by: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____

Vendor ID # as registered in MFMP: _____

Telephone #: _____ FAX #: _____

Email Address: _____

ATTACHMENT F – OPTIONAL PRODUCTS AND SERVICES COST RESPONSE FORM

Based on the nature of the services being procured under this Initiation to Negotiate, Vendors may elect to offer commodities and services they feel will enhance, improve or streamline the electronic notification system for the SCS. Optional products and services will not be seen by the evaluators until AFTER the Reply evaluation process has been completed and will not have any effect on either the technical or cost evaluation scores. At the sole discretion of the OSCA, any or all of the optional products and services may be factored into the “best value” determination the OSCA will use to award the Contract arising from this ITN.

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

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

THE TECHNICAL REPLY (VOLUME ONE).

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

ATTACHMENT G - MATERIAL REQUIREMENTS COMPLIANCE REVIEW CHECKLIST

All the requirements on this sheet, must be met for the submitted Reply to be accepted for evaluation. If ANY of these items is given a “fail”, the Reply will be deemed “non-responsive” and will be returned to the Vendor.

REQUIREMENT	IITN SECTION REFERENCE #	REPLY SECTION AND PAGE #	PASS/FAIL
Reply submitted on/before closing	Section 3.1.5 Section 3.1.6 Section 3.1.7.1 Section 4		
Attachment A, Contractual Services Acknowledgement Form completed and submitted?	Attachment A Section 6.1 Section 6.3		
On Discriminatory Vendor list?	Section 5.3		
On Convicted Vendor list?	Section 5.4		
On Suspended Vendor list?	Section 5.5		
Active DOS Division of Corporations registration?	Section 5.6		
W9/substitute W-9 active with DFS?	Section 5.7		
Registration with DMS?	Section 5.8		
No Conflicts Form Completed and Submitted?	Section 5.9		
Confidential Materials Properly Noted?	Section 5.11		
Copyright Materials Noted and Submitted with Release?	Section 5.12		
Reply duration valid until execution with successful Vendor?	Section 5.14		
Vendor Certifications Acknowledged?	Section 6.1		
Signed by Authorized Signatory?	Section 6.3		
Volume One, Technical Reply, (Non-Redacted) Labeled and Submitted Properly	Section 8.4.1. Section 8.4.1.1 Section 8.4.2		

ITN #2200-18/19-001
ATTACHMENT G

REQUIREMENT	IITN SECTION REFERENCE #	REPLY SECTION AND PAGE #	PASS/FAIL
Volume One, Technical Reply, (Redacted) Labeled and Submitted Properly	Section 8.4.1. Section 8.4.1.2 Section 8.4.3		
Volume One, Technical Reply, Tab A Cover Letter Submitted?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-1		
Volume One, Technical Reply, Tab A, Procurement Process Acceptance?	Section 8.4.1. Section 8.4.1.3 8.5.1, A-2		
Volume One, Technical Reply, Tab A, State and Federal Laws Compliance?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-3		
Volume One, Technical Reply, Tab A, No Conflict Statement?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-4		
Volume One, Technical Reply, Tab A, Sub-Contractor Disclosure?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-5		
Volume One, Technical Reply, Tab A, Authorized Signatory?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-6		
Volume One, Technical Reply, Tab A, Financial Documentation?	Section 8.4.1. Section 8.4.1.3 8.5.1., A-7		
Volume One, Technical Reply, Tab B, Minimum 5 years operating web-based platforms?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-1.1		
Volume One, Technical Reply, Tab B, Minimum 5 years providing electronic notification services?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-1.2		
Volume One, Technical Reply, Tab B, Minimum 5 years performing batch file transfer and data conversion services?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-1.3		

ATTACHMENT G

REQUIREMENT	IITN SECTION REFERENCE #	REPLY SECTION AND PAGE #	PASS/FAIL
Volume One, Technical Reply, Tab B, Minimum 5 years database design, implementation and administration services?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-1.4		
Volume One, Technical Reply, Tab B, Client Reference List for Corporation?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-2		
Volume One, Technical Reply, Tab B, Documentation of Education, Training and Experience Submitted for each Staff Member?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-3		
Volume One, Technical Reply, Tab B, Client Reference List for Staff Members?	Section 8.4.1. Section 8.4.1.4 Section 8.5.2, B-4		
Volume One, Technical Reply, Tab C, Complete?	Section 8.4.1. Section 8.4.1.5		
Volume One, Technical Reply, Tab D, Complete?	Section 8.4.1. Section 8.4.1.6 Section 8.5.4,		
Volume One, Technical Reply, Tab E, Complete?	Section 8.4.1. Section 8.4.1.7 Section 8.5.6		
Volume One, Technical Reply, Tab G, Complete?	Section 8.4.1. Section 8.4.1.9 Section 8.5.7		
Volume One, Technical Reply, Tab H, Complete?	Section 8.4.1. Section 8.4.1.10 Section 8.5.8		
Volume One, Technical Reply, Tab I, Complete?	Section 8.4.1. Section 8.4.1.10 Section 8.5.9		
Volume Two, Cost Reply, Labeled and Submitted Properly?	Section 8.4.4 Section 8.4.4.1 Section 8.4.5		
Volume Two, Cost Reply, Tab J Complete?	Section 8.4.4 Section 8.4.4.2 Section 8.5.10		
Volume Two, Cost Reply, Tab K Complete?	Section 8.4.4 Section 8.4.4.3 Section 8.5.11		

Volume Two, Cost Reply, Tab L Complete?	Section 8.4.4 Section 8.4.4.4 Section 8.5.12		
Volume Two, Cost Reply, Tab M Complete?	Section 8.4.4 Section 8.4.4.4 Section 8.5.13		
Volume Two, Cost Reply, Tab N Complete?	Section 8.4.4 Section 8.4.4.4 Section 8.5.14		

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ATTACHMENT H - REQUIREMENTS RESPONSE LOCATION FORM

The Vendor must complete the requirements response location form to this ITN and submit it in Tab H. Each mandatory requirement in this ITN is included in the form, along with the location in the ITN where the requirement can be found. Vendors must add the location in their Reply where evaluators can find your proposed solution to meeting the requirement.

CAUTION: EVALUATORS WILL NOT BE REQUIRED TO SEARCH THROUGH YOUR REPLY TO FIND YOUR SOLUTION TO ANY REQUIREMENT. FAILURE TO COMPLETE THE CHECKLIST WILL RESULT IN THE REPLY BEING DISQUALIFIED FROM FURTHER CONSIDERATION. LEAVING ANY ITEM ON THE CHECKLIST BLANK MAY RESULT IN A DISQUALIFICATION OF THE REPLY AT THE DISCRETION OF THE OSCA, EVEN IF THE SOLUTION IS ULTIMATELY LOCATED.

REQUIREMENT ID	DESCRIPTION	REPLY LOCATION
SECTION 8.5.1 A-1	A cover letter on organization letterhead formally submitting the Reply and guaranteeing the Reply terms until all Contracts awarded as a result of this ITN are executed. Certifying agreement with the procurement process and that no conflicts exist that would prevent the Vendor from entering into a Contract awarded under this ITN. The letter must be signed by a person authorized to bind the organization to a Contract.	
SECTION 8.5.1 A-1	A copy of the confirmation of registration or the confirmation of receipt of the most recent annual report filed with the Florida Department of State, Division of Corporations each year.	
SECTION 8.5.1 A-1	A copy of the confirmation of the filing of your organizations W9 or Substitute W-9 from the Department of Financial Services.	
SECTION 8.5.1 A-1	A copy of the confirmation of registration with the Department of Revenue for corporate tax purposes.	
SECTION 8.5.1 A-1	A copy of the proof of insurance and bonding required in Sections 7.11.	
SECTION 8.5.1 A-1	A copy of the registration confirmation from the MyFloridaMarketPlace System.	
SECTION 8.5.1 A-2	Confirm they have read and agree to the procurement process as outlined in sections 2 through 7 of this document.	
SECTION 8.5.1 A-3	Confirm and demonstrate compliance with all state and federal laws. See Sections 5.1 through 5.9, and 7.5.	
SECTION 8.5.1 A-4	Confirm that no conflicts exist that might prevent the Vendor from submitting a Reply. See Section 5.9	
SECTION 8.5.1 A-5	Information on all proposed Sub-contractors, including copies of Sub-contracts, copies of any procurement documents and/or Replies, and evidence that the Sub-contractor has met all the corporate requirements identified in items A-1 through A-7.	
SECTION 8.5.1 A-6	Provide a signature and evidence that the signatory is authorized to submit the Reply and bind the Vendor to a Contract. See Section 6.3	
SECTION 8.5.1 A-7	Provide documentation to support the Vendors ability to provide administrative and fiscal support for the work required by this ITN and a description of the Vendors	

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REQUIREMENT ID	DESCRIPTION	Reply Location
	structure.	
SECTION 8.5.2 B-1	Documentation of previous related experience of the corporation in providing the work contemplated by this ITN. The documentation must support the following: B-1.1: A minimum of 5 years of experience in operating web-based platforms that house large applications and databases. B-1.2: A minimum of 5 years of experience in successfully providing electronic notification system services similar in scope and scale. B-1.3: A minimum of 5 years of experience in successfully performing batch file data exchange and conversion activities similar in scope and scale. B-1.3: A minimum of 5 years of experience in successfully performing database design, implementation and administration services for large applications similar in scope and scale.	
SECTION 8.5.2 B-2	Provide the list of client references provided the Corporate Reference Form, Attachment D-1, for completion and submission. Three (3) are required by the submission deadline.	
SECTION 8.5.2 B-3	Provide documentation of education, training and previous related experience of each proposed staff member to provide the work contemplated by this ITN.	
SECTION 8.5.2 B-4	Provide the list of client references provided the Corporate Reference Form, Attachment D-1, for completion and submission. Three (3) are required by the submission deadline.	
SECTION 8.5.3 C-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.	
SECTION 8.5.3 C-2	Analyze the scope and existing circumstances to determine possible solutions and their benefits, resources and time required and develop a proposed project plan and schedule.	
SECTION 8.5.3 C-3	Establish communications with and coordinating the participation of all project stakeholders in an initial meeting to present the proposed project plan and schedule	
SECTION 8.5.3 C-4	Identify and coordinate all key project resources necessary to participate in the Phase 2: Systems Analysis and Requirements Gathering.	
SECTION 8.5.3 C-5	Finalize the project plan and schedule in a written document	
SECTION 8.5.3 SECTION 8.5.3 C-6	Conduct a “kick-off” meeting with Project Stakeholders and Resources to introduce the start of the project. The agenda and minutes for this meeting will be documented in a document known as the “Kick-Off Meeting Report”, which will be a deliverable in Part I, Section D of the final Contract.	

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REQUIREMENT ID	DESCRIPTION	REPLY LOCATION
SECTION 8.5.4 D-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.	
SECTION 8.5.4 D-2	Propose a “Requirements Traceability Methodology” (RTM) for the processing of all requirements gathered during Phase 2. It will document the needs as presented by the Stakeholders. All requirements (excluding duplicates) will be given a unique Requirement ID number. The “RTM” will be a deliverable in Part I, Section D of the final Contract.	
SECTION 8.5.4 D-3	Convert each requirement into one or more “Functional Specification” (FS) documents for use in the design phase. The documented FS’s will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.4 D-4	Identify all data elements required to fulfill the functional specification requirements and document them in the FS.	
SECTION 8.5.4 D-5	Create a data elements table to consolidate all data elements, ensuring data elements shared by more than one FS are not duplicated, and add any field format requirements.	
SECTION 8.5.4 D-6	Identify and document the various program application/database combinations used by each Court.	
SECTION 8.5.4 D-7	Identify the batch interface capabilities for each system and any data conversion requirements. The information for each combination will be added to the RTM as a need for “data conversion” and will require functional specification documentation.	
SECTION 8.5.4 D-8	Gather IT staffing information for each entity being used as a data source, including each staff member’s role in the exchange process and the times of other data exchanges they currently perform	
SECTION 8.5.4 D-9	Document the information gathered and the analysis of the information with a list of identified requirements from the RTM into a document to be known as the “Phase 2 Requirements Analysis”, which will be a Deliverable in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.	
SECTION 8.5.5 E-2	Design Specification (DS) for each FS from the prior phase that will document how your system will fulfill each functional requirement. The documented DS’s will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-3	Design the database that will store all incoming data elements identified in the prior phase. The design must include the format of each table and each cell/field within each table; a schematic of the normalized database model, including primary keys and relationships between the tables. The normalized database design document will be Deliverables in Part I, Section D of the final Contract.	
REQUIREMENT ID	DESCRIPTION	REPLY LOCATION

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SECTION 8.5.5 E-4	Design of the web interface for the system administrators. This password protected access will be able to add, delete or modify notification types and their accompanying messages; add and delete users for all Circuits and Clerks of Court; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-5	Design of the web interface for the internal management users. This password protected access will be able to add, delete or modify outgoing notification types and their accompanying messages; add and delete users for only their assigned Circuit; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-6	Design of the web interface for internal users. This password protected access must be able to add participants; look up, modify, add and delete information on participant's profiles, including cases, personal information and notifications. The web page design document will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-7	Design of the web interface for participant users. This password protected access must allow the participant to register to receive notifications, enter related case information and select what type(s) of notifications they will receive. The web page design document will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.5 E-8	Design a query that will determine what types of notifications need to be sent out for each participant for the next day, generate a batch file with the notification information and export that file to the notification system. The query code document will be Deliverables in Part I, Section D of the final Contract	
SECTION 8.5.6 F-1	Executive Summary - Overview of the proposed process and how it will meet the goals of this ITN.	
SECTION 8.5.6 F-2	Technical Specification (TS) for each DS from the prior phase that will document how your system will fulfill each design requirement. The documented TS's will be Deliverables in Part I, Section D of the final Contract.	
SECTION 8.5.6 F-3	Configure the base software according to the TS's, being sure to update any TS document with changes made during this process.	
SECTION 8.5.6 F-4	Blueprint document of the system configuration, system components, process flows, inputs/outputs, decision points, etc. The blueprint document will be Deliverables in Part I, Section D of the final Contract.	

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APPENDIX 1 – SAMPLE CONTRACT

The objective of this Contract is to provide a web portal for public and internal use, a database, a data-matching process with a single or multiple data sources and daily electronic notification transmission services to Court participants that will:

1. Allow Participants to register or otherwise sign up to receive notifications. Likewise, the portal and platform must allow for a user to opt out to stop receiving notifications, including data collection on why the user wishes to stop.
2. Utilize industry standard security and related protocols to protect the information provided by the users.
3. Allow the user to update their information.
4. Have an underlying platform to utilize the data provided by the users to compare with Court data to match the user with their respective case.
5. Provide for verification of case matching and a user acceptance or validation of the case information.
6. Exchange data via secure transmission channels and protocols, and in multiple data exchange formats.
7. Accept data files from a single or multiple data sources.
8. Transmit customized electronic notifications, based on templates, at pre-determined intervals to Court participants containing data specific to that participant. Data from one or more data sources will be utilized to populate specific fields in the scripted template notifications.
9. Process new and updated information (data) that will dictate additional or modified notifications.
10. Audit and report delivery success rate(s) and recipient acknowledgement rate(s).
11. Have the ability to measure delivery related performance measures including, but not limited to, notifications sent, notifications delivered, notifications received, failed notifications and notifications acknowledged.
12. Provide 24x7 technical support.

C. Definitions

BAFO	Best and Final Offer.
Best Value	The best overall value to the Court based on objective factors that include, but are not limited to, price, and quality. Synonymous with greatest overall value.
Business Day	Monday through Friday, except for holidays declared and observed by the Court.
Circuit	The trial courts of original jurisdiction of one or more contiguous counties based on population and overseen by a Chief Judge.
Clerk of Court	The elected official serving as the record keeper for the Board of County Commissioners, the record keeper and administrative support for the County and Circuit Courts and the Chief Financial officer/Comptroller for the County.
Court	May refer to a Circuit Court, a District Court of Appeal, the Supreme Court or any department or unit therein.
Court Event	A mandatory activity required of an individual who is part of a Court proceeding.
Contract	The agreement which may result from this Invitation to Negotiate between the selected Vendor and the OSCA.
Contractor	The successful Vendor(s) who is/are awarded a Contract in response to this ITN and which provides services to the Court 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.
CR	Clarification Request.
DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services
Electronic Notification or Reminder	A message in either voice or text format sent to a landline, cellular telephone, calendar or email system to alert the recipient of an upcoming event.
ITN	Invitation to Negotiate.
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.

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Minor Irregularities	Variations of terms and conditions from the Invitation to Negotiate which do not affect the price of the Reply or give the Vendor an advantage or benefit not enjoyed by the other Vendors or do not adversely impact the interests of the State.
OSCA	The Office of the State Courts Administrator.
Pilot	Deploying products and services to a limited group as a test or experiment to identify and correct deficiencies and issues and to determine performance and performance benefit and success probabilities prior to introducing to a wider group of users.
Platform	Hardware, software, operating systems and coordinating programs used to host an application or server.
Proposal	The complete written response of the Proposer to the ITN, including properly completed forms, supporting documents and exhibits.
PDF	Portable Document Format.
Reply	A competitive, sealed proposal and required documentation submitted in response to this ITN.
Responsible Vendor	A Vendor who has the capability, in all respects, to perform fully the Contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.
Responsive Reply	A Reply submitted by a responsible Vendor that conforms in all material respects to the solicitation.
SOW	Statement of Work.
State Court System	The Judicial Branch of the State of Florida
State Fiscal Year	July 1st to June 30th.
Subcontractor	Any person or entity other than an employee of the Contractor who performs any of the services listed in this ITN for compensation.
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 Reply to the Court in response to this ITN. A Vendor who submits a "responsive" Reply and is deemed a "responsible" Vendor is considered a "proposer". The entity identified as the Vendor in the Reply who is awarded a Contract as a result of this ITN 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.

D. Deliverables

The Contractor will provide the following products and services:

ID #	TITLE	SPECIFICATIONS
D-1	Phase 1: Project Planning and Scheduling	<u>DESCRIPTION:</u> Analyzing the current situation to determine possible solutions, resource needs, identify and coordinate with stakeholders, project principles, key staff to develop a project plan and project schedule.
		<u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.
		<u>FINANCIAL CONSEQUENCE ADJUSTMENTS</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.
D-2	Phase 2: Requirements Analysis	<u>DESCRIPTION:</u> Identifying the system and end user requirements; drafting functional specifications, identification of necessary data elements; and an analysis of the source systems and their capabilities.

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		<p><u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.</p>
		<p><u>FINANCIAL CONSEQUENCE ADJUSTMENTS</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.</p>
D-3	Phase 3: System Design	<p><u>DESCRIPTION:</u> Create a system blueprint that includes technical specification documents for each functional specification; create a design document to demonstrate how your system will carry out the technical specification requirements; the database structure and table format, queries and processes.</p>
		<p><u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.</p>
		<p><u>FINANCIAL CONSEQUENCE ADJUSTMENTS</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.</p>
D-4	Phase 4: System Development	<p><u>DESCRIPTION:</u> Construct the system on your platform including the format and field requirements for the batch input file necessary to transfer the data from the source to the OSCA database on your system. Batch file conversion processes must also be developed to convert the data from the export file from the source system to format required for upload to the OSCA database..</p>
		<p><u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.</p>
		<p><u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.</p>
D-5	Phase 5: Testing	<p><u>DESCRIPTION:</u> Run a user acceptance test with at least two (2) and no more than six (6) counties to test the new system. This phase will include training the staff to use the system, promotional materials for participants and training for IT staff. All bugs identified during testing must be corrected before full system implementation can occur.</p>
		<p><u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.</p>
		<p><u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.</p>
D-6	Phase 6: Statewide Implementation	<p><u>DESCRIPTION:</u> This will be the phased in roll out to the remainder of the 67 counties. This phase will include training the staff to use the system, promotional materials for participants and training for IT staff.</p>
		<p><u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.</p>
		<p><u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule.</p>
D-7	Phase 7: Operations and Maintenance	<p><u>DESCRIPTION:</u> The work necessary to maintain the system in working order. Including (but, not limited to): software updates, bug-fixes, daily system back-ups, security functions, user access management, daily file transfers, data conversion, Help-Desk functions, technical assistance</p>

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		<u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.
		<u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> To be negotiated by the parties.
D-8	Individual Messages	<u>DESCRIPTION:</u> Text, email, phone call, etc.
		<u>PERFORMANCE STANDARDS:</u> To be negotiated by the parties.
		<u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> To be negotiated by the parties.
D-9	Unspecified Tasks	<u>DESCRIPTION:</u> Additional work performed during the life of the Contract to add or improve system functionality or improve system performance or cost. All work to be done, cost and schedule will be negotiated by the parties and documented in a "Task Order" before any work is performed.
		<u>PERFORMANCE STANDARDS:</u> Standards will vary depending on the work to be done and will be documented in the Task Order.
		<u>FINANCIAL CONSEQUENCE ADJUSTMENTS:</u> \$100 reduction per day for each day a task is not completed after the date agreed upon in the project schedule

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 meeting with key staff from the SCS to discuss plans for scheduled work and the results of work already performed for guidance on the format and contents of all reports and documentation prior to their development. Draft copies of all reports and documents will be submitted on or before the due dates for review and comments by the SCS. Any noted deficiencies will be

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 in the Project Schedule, 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 a formal transmittal letter issued 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.**

APPENDIX 1

B. Contract Payment

1. The Contractor will be paid the negotiated rate specified in Attachments C for each Phase, less any Financial Consequence adjustments, upon the successful completion of each phase.
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 the following:
 - 2.1. Documentation with sufficient detail to for a proper pre-audit or post-audit to support for the expenses invoiced. Documentation may include timesheets, invoices/receipts, task assignment documents, lists of services and dates they were provided, sign-in sheets, attendance logs and copies of any files and records necessary to validate the expense.
 - 2.2. A properly completed State Courts System Voucher for the Reimbursement of Travel Expenses form(s), together with appropriate supporting documentation reflecting all reimbursable travel completed in the prior month, if reimbursement of certain travel expenditures is provided for by the Rates Schedule (Attachment C). If travel reimbursement is provided for, the traveler will be considered an "authorized person" as defined in section 112.061(2)(e), Florida Statutes. The rates and conditions of reimbursement will be the same as those established for employees of the State of Florida, as specified in section 112.061, Florida Statutes, or at such lower rates specified in the Rates Schedule.
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 to the OSCA Contract Manager by August 15, 2019. 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

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 #>.

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

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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.

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

1. 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 the Contract, which, at a minimum, shall be as follows: where required by law, workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Contract work; commercial liability coverage (including as appropriate professional liability coverage) on an occurrence basis in the minimum amount of <Choose an amount>

APPENDIX 1

(defense cost shall be in excess of the limit of liability), naming the OSCA and the State Courts System as an additional insured. Prior to the Contractor engaging in any travel under this contract, proof of commercial automobile liability insurance coverage, covering all vehicles owned by the business or otherwise used in the Contract work provided under this Contract, with minimum combined limits of \$100,000, including hired and non-owned vehicles, and \$10,000 per person medical coverage must be provided.

2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

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 OSCA retains exclusive ownership rights to all documents and audio/video recordings 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

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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. That, other than providing space to review SCS records and documents, to conduct interviews with staff to perform or desk audits, 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:
 - 1.1. 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/>
 - 1.2. 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/>
 - 1.3. 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 Contract'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 records 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.

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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 sub-divisions 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.

SAMPLE

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 11/24/2017, 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 <Select County> 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, plus allowable expenses.

E. Renewal

That upon mutual written agreement, the OSCA and the Contractor may renew the Contract for a period that may not exceed one (1) years or the term of the original Contract, whichever period is longer. The renewal may be

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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 the 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.

H. 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.

I. 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

J. 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.

K. 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.

L. 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>

APPENDIX 1

<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.

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SAMPLE

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M. 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
☑	Attachment A	Invitation to Negotiate # 18/18-002, dated XXXXXXXX
☑	Attachment B	Contractor's Questions and OSCA Responses document. Dated XXXXXXXX
☑	Attachment C	Contractor's BAFO, dated XXXXXXXXXX
☑	Attachment D	Contractor's Response, dated XXXXXXXX
☑	Attachment E	Rates Schedule
☑	Attachment F	Contractor's Certifications Form
☐	Attachment G	
☐	Attachment H	Click here to enter document name

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.

SAMPLE

<ENTER CONTRACTOR'S LEGAL NAME>

**STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS
ADMINISTRATOR**

**SIGNED
BY:** _____

NAME: <Enter name>
TITLE: <Enter title>

**SIGNED
BY:** _____

NAME: <Enter name>
TITLE: <Enter title>

DATE: _____

MFMP Vendor #: <Enter Vendor ID>
FEIN: <Enter FEIN>

DATE: _____

Office of the General Counsel

<Enter name>
Reviewed as to legal form and sufficiency

APPENDIX 2 – ANNUAL STATISTICS REPORT EXCERPT
 Florida Office of the State Courts Administrator

CIRCUIT AND COUNTY COURT FILINGS
 Statewide by Division and Month
 FY 2016-17

Division	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
A. Circuit Court	60,315	67,951	61,814	56,601	57,075	58,078	61,152	60,714	70,988	60,517	69,436	67,371	752,012
1. Criminal	13,876	14,970	13,994	12,938	12,982	13,575	14,165	14,121	15,789	13,425	15,838	15,667	171,340
2. Civil	14,036	15,804	14,460	12,778	12,731	13,393	13,862	13,309	16,055	13,465	15,730	15,892	171,515
3. Family Court*	22,963	25,842	23,582	21,444	21,887	21,874	23,175	23,312	27,448	23,658	26,520	24,954	286,659
4. Probate	9,440	11,335	9,778	9,441	9,475	9,236	9,950	9,972	11,696	9,969	11,348	10,858	122,498
B. County Court	197,455	212,468	200,763	193,456	192,565	185,758	207,661	200,429	219,331	190,188	208,054	184,565	2,392,693
1. Criminal	49,737	51,599	49,209	46,623	44,762	46,243	48,145	49,956	58,307	46,816	48,668	43,886	583,951
2. Civil**	147,718	160,869	151,554	146,833	147,803	139,515	159,516	150,473	161,024	143,372	159,386	140,679	1,808,742
Total	257,770	280,419	262,577	250,057	249,640	243,836	268,813	261,143	290,319	250,705	277,490	251,936	3,144,705

*Family Court filings include domestic relations, juvenile delinquency, juvenile dependency, and termination of parental rights.

**These data do not include all civil traffic infractions reported to the Florida Court Clerks and Comptrollers by the clerks of court. They only represent those civil traffic infraction filings presided over by a judge or hearing officer.

CIRCUIT AND COUNTY COURT FILINGS by Circuit/County and Division FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 1	11,638	4,641	12,309	5,290	33,878	25,231	23,943	49,174	83,052
Escambia	5,692	1,918	5,485	2,871	15,966	11,407	9,768	21,175	37,141
Okaloosa	2,886	1,202	3,502	1,245	8,835	6,126	5,326	11,452	20,287
Santa Rosa	2,124	925	2,206	814	6,069	4,859	7,001	11,860	17,929
Walton	936	596	1,116	360	3,008	2,839	1,848	4,687	7,695
Circuit 2	4,461	3,446	6,226	3,123	17,256	19,492	17,741	37,233	54,489
Franklin	269	108	233	113	723	847	325	1,172	1,895
Gadsden	572	286	655	467	1,980	1,165	2,956	4,121	6,101
Jefferson	186	96	165	80	527	375	758	1,133	1,660
Leon	2,924	2,707	4,550	2,277	12,458	16,118	12,678	28,796	41,254
Liberty	155	42	122	37	356	227	267	494	850
Wakulla	355	207	501	149	1,212	760	757	1,517	2,729
Circuit 3	2,760	1,097	3,584	1,152	8,593	5,219	11,915	17,134	25,727
Columbia	954	451	1,303	429	3,137	1,916	2,987	4,903	8,040
Dixie	209	81	265	101	656	397	680	1,077	1,733
Hamilton	323	94	328	51	796	590	2,519	3,109	3,905
Lafayette	78	23	119	48	268	88	322	410	678
Madison	313	102	305	144	864	689	3,026	3,715	4,579
Suwannee	560	236	839	253	1,888	836	1,432	2,268	4,156
Taylor	323	110	425	126	984	703	949	1,652	2,636
Circuit 4	8,020	9,054	19,421	5,408	41,903	37,834	144,101	181,935	223,838
Clay	1,490	1,255	2,835	634	6,214	3,646	13,807	17,453	23,667
Duval	5,844	7,424	15,351	4,410	33,029	32,080	127,620	159,700	192,729
Nassau	686	375	1,235	364	2,660	2,108	2,674	4,782	7,442

CIRCUIT AND COUNTY COURT FILINGS by Circuit/County and Division FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 5	9,534	7,311	15,910	8,377	41,132	21,846	42,325	64,171	105,303
Citrus	1,080	1,008	2,060	907	5,055	1,841	3,741	5,582	10,637
Hernando	1,903	1,383	3,030	2,295	8,611	3,986	10,788	14,774	23,385
Lake	2,624	2,154	4,030	2,166	10,974	7,024	14,000	21,024	31,998
Marion	3,038	2,366	6,049	2,458	13,911	6,776	9,941	16,717	30,628
Sumter	889	400	741	551	2,581	2,219	3,855	6,074	8,655
Circuit 6	16,604	11,517	19,780	10,718	58,619	44,651	68,171	112,822	171,441
Pasco	6,012	3,971	6,987	3,507	20,477	12,497	19,681	32,178	52,655
Pinellas	10,592	7,546	12,793	7,211	38,142	32,154	48,490	80,644	118,786
Circuit 7	9,182	6,354	13,084	6,229	34,849	33,539	53,267	86,806	121,655
Flagler	646	799	1,313	577	3,335	3,180	1,414	4,594	7,929
Putnam	1,115	498	1,330	431	3,374	2,359	2,586	4,945	8,319
St. Johns	1,415	1,382	2,600	1,058	6,455	4,667	9,015	13,682	20,137
Volusia	6,006	3,675	7,841	4,163	21,685	23,333	40,252	63,585	85,270
Circuit 8	3,959	2,128	5,234	2,768	14,089	11,075	20,581	31,656	45,745
Alachua	2,301	1,404	3,110	2,034	8,849	7,104	15,150	22,254	31,103
Baker	298	144	439	208	1,089	837	1,123	1,960	3,049
Bradford	566	174	491	128	1,359	1,193	1,521	2,714	4,073
Gilchrist	202	77	284	69	632	362	647	1,009	1,641
Levy	466	241	715	207	1,629	1,311	1,758	3,069	4,698
Union	126	88	195	122	531	268	382	650	1,181
Circuit 9	12,435	14,382	24,984	7,228	59,029	37,670	119,840	157,510	216,539
Orange	9,643	11,241	20,054	5,587	46,525	30,834	97,470	128,304	174,829
Osceola	2,792	3,141	4,930	1,641	12,504	6,836	22,370	29,206	41,710

CIRCUIT AND COUNTY COURT FILINGS by Circuit/County and Division FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 10	10,106	5,176	15,014	5,654	35,950	23,575	33,299	56,874	92,824
Hardee	327	128	417	118	990	1,138	1,884	3,022	4,012
Highlands	1,029	588	1,282	949	3,848	1,798	2,412	4,210	8,058
Polk	8,750	4,460	13,315	4,587	31,112	20,639	29,003	49,642	80,754
Circuit 11	13,155	32,113	32,305	12,677	90,250	64,143	587,934	652,077	742,327
Miami-Dade	13,155	32,113	32,305	12,677	90,250	64,143	587,934	652,077	742,327
Circuit 12	6,086	4,540	8,817	6,765	26,208	17,663	34,028	51,691	77,899
Desoto	479	165	660	123	1,427	840	929	1,769	3,196
Manatee	2,654	1,846	4,314	1,959	10,773	8,009	9,692	17,701	28,474
Sarasota	2,953	2,529	3,843	4,683	14,008	8,814	23,407	32,221	46,229
Circuit 13	12,958	11,345	21,757	8,438	54,498	39,036	103,994	143,030	197,528
Hillsborough	12,958	11,345	21,757	8,438	54,498	39,036	103,994	143,030	197,528
Circuit 14	6,115	1,955	5,441	1,953	15,464	14,361	12,788	27,149	42,613
Bay	3,959	1,306	3,272	1,135	9,672	11,132	7,868	19,000	28,672
Calhoun	310	77	277	86	750	238	610	848	1,598
Gulf	246	103	207	92	648	433	256	689	1,337
Holmes	443	75	372	130	1,020	548	620	1,168	2,188
Jackson	722	281	869	360	2,232	1,220	2,709	3,929	6,161
Washington	435	113	444	150	1,142	790	725	1,515	2,657
Circuit 15	8,740	13,964	14,227	8,531	45,462	56,064	133,378	189,442	234,904
Palm Beach	8,740	13,964	14,227	8,531	45,462	56,064	133,378	189,442	234,904
Circuit 16	1,170	737	1,302	506	3,715	3,312	10,983	14,295	18,010
Monroe	1,170	737	1,302	506	3,715	3,312	10,983	14,295	18,010

**CIRCUIT AND COUNTY COURT FILINGS
by Circuit/County and Division
FY 2016-17**

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 17	12,524	22,673	29,364	8,703	73,264	52,469	246,493	298,962	372,226
Broward	12,524	22,673	29,364	8,703	73,264	52,469	246,493	298,962	372,226
Circuit 18	8,989	6,553	12,845	5,721	34,108	28,658	56,446	85,104	119,212
Brevard	6,100	3,637	7,601	3,312	20,650	16,143	21,055	37,198	57,848
Seminole	2,889	2,916	5,244	2,409	13,458	12,515	35,391	47,906	61,364
Circuit 19	5,318	4,571	7,885	4,408	22,182	16,268	31,237	47,505	69,687
Indian River	1,115	900	1,606	955	4,576	3,139	6,029	9,168	13,744
Martin	1,147	1,379	1,698	887	5,111	5,123	8,551	13,674	18,785
Okeechobee	614	231	835	198	1,878	1,307	1,427	2,734	4,612
St. Lucie	2,442	2,061	3,746	2,368	10,617	6,699	15,230	21,929	32,546
Circuit 20	7,586	7,958	17,170	8,849	41,563	31,845	56,278	88,123	129,686
Charlotte	1,242	1,112	2,582	2,006	6,942	3,824	5,773	9,597	16,539
Collier	1,528	2,298	3,166	2,228	9,220	7,424	13,282	20,706	29,926
Glades	125	39	119	44	327	325	1,998	2,323	2,650
Hendry	479	179	704	120	1,482	1,952	2,342	4,294	5,776
Lee	4,212	4,330	10,599	4,451	23,592	18,320	32,883	51,203	74,795
Total	171,340	171,515	286,659	122,498	752,012	583,951	1,808,742	2,392,693	3,144,705

*Family Court filings include domestic relations, juvenile delinquency, juvenile dependency, and termination of parental rights.

**These data do not include all civil traffic infractions reported to the Florida Court Clerks and Comptrollers by the clerks of court. They only represent those civil traffic infraction filings presided over by a judge or hearing officer.

CIRCUIT AND COUNTY COURT DISPOSITIONS Statewide by Division and Month FY 2016-17

Division	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
A. Circuit Court	58,156	66,627	60,941	55,237	58,728	55,083	60,740	57,387	66,989	58,306	65,322	67,314	730,830
1. Criminal	12,832	14,582	14,261	13,082	13,600	11,849	14,440	14,313	16,241	13,667	15,071	15,490	169,428
2. Civil	13,682	15,647	14,280	13,209	13,770	13,333	14,627	13,047	15,585	13,631	15,065	15,699	171,575
3. Family Court*	22,710	25,974	23,232	20,541	22,425	21,098	22,320	21,276	24,275	22,143	24,752	25,288	276,034
4. Probate	8,932	10,424	9,168	8,405	8,933	8,803	9,353	8,751	10,888	8,865	10,434	10,837	113,793
B. County Court	186,807	212,008	195,673	168,525	183,449	169,767	197,979	186,532	216,476	195,890	223,548	216,765	2,353,419
1. Criminal	45,117	52,468	48,842	42,903	46,050	40,486	53,993	48,716	56,875	46,323	51,383	51,759	584,915
2. Civil**	141,690	159,540	146,831	125,622	137,399	129,281	143,986	137,816	159,601	149,567	172,165	165,006	1,768,504
Total	244,963	278,635	256,614	223,762	242,177	224,850	258,719	243,919	283,465	254,196	288,870	284,079	3,084,249

*Family Court dispositions include domestic relations, juvenile delinquency, juvenile dependency, and termination of parental rights. The reporting of termination of parental rights dispositions began in January 2010.

**These data do not include all civil traffic infractions reported to the Florida Court Clerks and Comptrollers by the clerks of court. They only represent those civil traffic infraction dispositions presided over by a judge or hearing officer.

CIRCUIT AND COUNTY COURT DISPOSITIONS by Circuit/County and Division FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 1	10,400	4,382	11,300	4,831	30,913	25,408	22,148	47,556	78,469
Escambia	5,048	1,880	4,960	2,707	14,595	10,979	8,736	19,715	34,310
Okaloosa	2,696	1,091	3,246	1,111	8,144	6,422	5,100	11,522	19,666
Santa Rosa	1,781	924	2,041	723	5,469	5,273	6,559	11,832	17,301
Walton	875	487	1,053	290	2,705	2,734	1,753	4,487	7,192
Circuit 2	6,409	3,198	6,005	2,709	18,321	19,407	18,157	37,564	55,885
Franklin	292	92	152	65	601	842	247	1,089	1,690
Gadsden	636	298	579	443	1,956	1,314	2,863	4,177	6,133
Jefferson	119	71	105	27	322	355	675	1,030	1,352
Leon	4,929	2,652	4,646	2,090	14,317	15,971	13,435	29,406	43,723
Liberty	105	16	89	38	248	282	225	507	755
Wakulla	328	69	434	46	877	643	712	1,355	2,232
Circuit 3	2,502	1,002	3,475	930	7,909	5,191	11,350	16,541	24,450
Columbia	927	443	1,248	406	3,024	2,095	2,852	4,947	7,971
Dixie	155	50	372	62	639	439	636	1,075	1,714
Hamilton	242	79	245	25	591	485	2,497	2,982	3,573
Lafayette	53	31	114	0	198	116	269	385	583
Madison	300	85	333	102	820	616	2,902	3,518	4,338
Suwannee	539	243	773	228	1,783	735	1,282	2,017	3,800
Taylor	286	71	390	107	854	705	912	1,617	2,471
Circuit 4	8,626	8,655	18,180	4,946	40,407	38,031	140,805	178,836	219,243
Clay	1,596	1,383	2,613	679	6,271	3,528	13,320	16,848	23,119
Duval	6,447	6,804	14,453	3,960	31,664	32,410	125,001	157,411	189,075
Nassau	583	468	1,114	307	2,472	2,093	2,484	4,577	7,049

CIRCUIT AND COUNTY COURT DISPOSITIONS by Circuit/County and Division FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	
Circuit 5	8,737	7,721	15,548	7,809	39,815	21,755	40,334	62,089	101,904
Citrus	1,063	1,114	2,030	871	5,078	2,026	3,572	5,598	10,676
Hernando	1,821	1,506	3,070	2,155	8,552	4,165	10,027	14,192	22,744
Lake	2,522	2,088	3,987	2,042	10,639	6,872	13,783	20,655	31,294
Marion	2,689	2,563	5,774	2,244	13,270	6,629	8,971	15,600	28,870
Sumter	642	450	687	497	2,276	2,063	3,981	6,044	8,320
Circuit 6	15,499	11,488	18,630	10,436	56,053	43,233	70,043	113,276	169,329
Pasco	5,189	3,701	6,306	3,316	18,512	11,621	21,739	33,360	51,872
Pinellas	10,310	7,787	12,324	7,120	37,541	31,612	48,304	79,916	117,457
Circuit 7	9,210	6,438	12,627	6,354	34,629	33,520	48,065	81,585	116,214
Flagler	516	701	1,369	549	3,135	3,434	1,338	4,772	7,907
Putnam	1,022	528	1,311	606	3,467	2,401	2,555	4,956	8,423
St. Johns	1,413	1,267	2,182	1,069	5,931	5,143	8,693	13,836	19,767
Volusia	6,259	3,942	7,765	4,130	22,096	22,542	35,479	58,021	80,117
Circuit 8	3,720	2,243	4,791	2,425	13,179	11,106	20,411	31,517	44,696
Alachua	2,178	1,436	2,850	1,955	8,419	6,790	15,149	21,939	30,358
Baker	295	126	397	51	869	888	970	1,858	2,727
Bradford	558	226	519	115	1,418	1,348	1,603	2,951	4,369
Gilchrist	172	66	258	0	496	350	614	964	1,460
Levy	408	282	604	175	1,469	1,434	1,721	3,155	4,624
Union	109	107	163	129	508	296	354	650	1,158
Circuit 9	12,708	13,993	24,510	6,716	57,927	38,138	119,262	157,400	215,327
Orange	9,348	11,245	19,572	5,213	45,378	30,857	98,695	129,552	174,930
Osceola	3,360	2,748	4,938	1,503	12,549	7,281	20,567	27,848	40,397

CIRCUIT AND COUNTY COURT DISPOSITIONS
by Circuit/County and Division
FY 2016-17

Circuit/County	Circuit Court					County Court			Total
	Criminal	Civil	Family Court *	Probate	Total	Criminal	Civil**	Total	
Circuit 10	9,636	4,981	14,946	5,656	35,219	23,952	31,322	55,274	90,493
Hardee	388	118	422	101	1,029	1,182	1,846	3,028	4,057
Highlands	788	551	1,196	858	3,393	1,610	1,436	3,046	6,439
Polk	8,460	4,312	13,328	4,697	30,797	21,160	28,040	49,200	79,997
Circuit 11	14,230	30,963	31,201	10,863	87,257	63,536	582,005	645,541	732,798
Miami-Dade	14,230	30,963	31,201	10,863	87,257	63,536	582,005	645,541	732,798
Circuit 12	6,373	4,765	8,123	6,356	25,617	17,722	32,081	49,803	75,420
Desoto	593	128	510	99	1,330	877	761	1,638	2,968
Manatee	2,777	1,885	3,861	1,917	10,440	8,349	8,937	17,286	27,726
Sarasota	3,003	2,752	3,752	4,340	13,847	8,496	22,383	30,879	44,726
Circuit 13	12,970	11,344	20,847	8,558	53,719	39,018	99,963	138,981	192,700
Hillsborough	12,970	11,344	20,847	8,558	53,719	39,018	99,963	138,981	192,700
Circuit 14	5,967	2,149	5,703	1,603	15,422	14,638	12,229	26,867	42,289
Bay	3,937	1,414	3,850	895	10,096	11,469	7,736	19,205	29,301
Calhoun	274	104	230	25	633	234	512	746	1,379
Gulf	243	114	173	60	590	416	183	599	1,189
Holmes	460	82	329	135	1,006	618	593	1,211	2,217
Jackson	704	308	772	428	2,212	1,397	2,550	3,947	6,159
Washington	349	127	349	60	885	504	655	1,159	2,044
Circuit 15	8,974	14,779	13,538	7,315	44,606	57,249	132,640	189,889	234,495
Palm Beach	8,974	14,779	13,538	7,315	44,606	57,249	132,640	189,889	234,495
Circuit 16	719	757	1,190	449	3,115	3,231	11,118	14,349	17,464
Monroe	719	757	1,190	449	3,115	3,231	11,118	14,349	17,464

CIRCUIT AND COUNTY COURT DISPOSITIONS
by Circuit/County and Division
FY 2016-17

Circuit/County	Criminal	Civil	Family Court*	Probate	Total	Criminal	Civil**	Total	Total
Circuit 17	10,917	22,083	28,829	8,235	70,064	52,373	236,108	288,481	358,545
Broward	10,917	22,083	28,829	8,235	70,064	52,373	236,108	288,481	358,545
Circuit 18	8,320	6,829	12,227	5,330	32,706	28,116	54,424	82,540	115,246
Brevard	5,591	3,806	7,215	3,093	19,705	15,539	19,714	35,253	54,958
Seminole	2,729	3,023	5,012	2,237	13,001	12,577	34,710	47,287	60,288
Circuit 19	5,283	4,718	8,420	4,097	22,518	16,582	30,180	46,762	69,280
Indian River	1,111	915	1,751	880	4,657	3,152	5,657	8,809	13,466
Martin	1,271	1,224	1,834	762	5,091	5,251	8,450	13,701	18,792
Okeechobee	587	244	664	145	1,640	1,493	1,357	2,850	4,490
St. Lucie	2,314	2,335	4,171	2,310	11,130	6,686	14,716	21,402	32,532
Circuit 20	8,228	9,087	15,944	8,175	41,434	32,709	55,859	88,568	130,002
Charlotte	1,671	1,236	1,607	1,894	6,408	4,205	5,341	9,546	15,954
Collier	1,449	2,612	3,208	2,092	9,361	7,567	13,157	20,724	30,085
Glades	108	51	192	55	406	356	2,002	2,358	2,764
Hendry	581	184	653	86	1,504	2,059	2,351	4,410	5,914
Lee	4,419	5,004	10,284	4,048	23,755	18,522	33,008	51,530	75,285
Total	169,428	171,575	276,034	113,793	730,830	584,915	1,768,504	2,353,419	3,084,249