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| <b>SUBMIT SEALED PROPOSAL TO:</b><br>BREVARD COUNTY PURCHASING SERVICES<br>2725 JUDGE FRAN JAMIESON WAY<br>BLDG. C, 3rd FLOOR, SUITE C-303<br>VIERA, FL 32940   |  |  | <b>REQUEST FOR PROPOSAL</b><br><b>Proposal Acknowledgment</b>           |
| <b>PROCUREMENT ANALYST:</b><br>Jonathan McLester<br><a href="mailto:Jonathan.McLester@brevardfl.gov">Jonathan.McLester@brevardfl.gov</a>  |  | (321) 617-7390<br>Ext. 5-6038  | AN EQUAL OPPORTUNITY EMPLOYER   |
| FLORIDA TAX EXEMPT #85-8012621749C-1<br>FEDERAL TAX EXEMPT #59-6000523  |  |  |   |
| <b>PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT:</b> Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on the <a href="#">DemandStar® website</a> and <a href="#">VendorLink</a> . |  |  |   |
| <b>MAILING DATE:</b><br>January 10, 2019  | <b>PROPOSAL TITLE:</b> Case Management System<br>Licensing, Maintenance, and Implementation Services | <b>PROPOSAL NUMBER:</b><br>P-4-19-01   | <b>PROPOSAL OPENING DATE AND TIME:</b><br>February 7, 2019 @ 2:00 p.m.  |
| <b>PRE-PROPOSAL DATE, TIME, AND LOCATION:</b><br>None Scheduled   |  | <input type="checkbox"/> Mandatory<br><input type="checkbox"/> Non-Mandatory     | <b>PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b> |

**▼ VENDOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

|  |  |
|--|--|
| <b>LEGAL NAME OF PROPOSAL AND BUSINESS ADDRESS:</b>  | <b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b>   |
| <b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b><br>( )   | If returning as a "no proposal," state reason:   |
| I certify that this proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the bidder. In submitting a proposal to the Clerk, the bidder offers and agrees that if the proposal is accepted, the bidder will convey, sell, assign, or transfer to the Clerk all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust 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 Clerk. At the Clerk's discretion, such assignment shall be made and become effective at the time the Clerk tenders final payment to the bidder. | The bidder acknowledges that information provided in this RFP is true and correct.<br><br><b>X</b><br>_____<br>AUTHORIZED SIGNATURE (MANUAL)<br>_____<br>NAME (PRINTED/TYPED)<br>_____<br>TITLE _____ DATE _____ |

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL\***

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally known:

Or produced identification:  Type of ID: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC STATE

\_\_\_\_\_  
NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: \_\_\_\_\_

(AFFIX SEAL or STAMP)

**BOND DATA**

|   |                |
|---|----------------|
| <b>VENDOR MUST PROVIDE:</b>   | <b>AMOUNT:</b> |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND                          | _____          |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND                  | <u>100%</u>    |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND | _____          |

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| BOND AMOUNT UP TO: | FINANCIAL CLASS | BOND AMOUNT UP TO: | FINANCIAL CLASS |
|--------------------|-----------------|--------------------|-----------------|
| \$ 1,000,000       | I               | \$ 25,000,000      | V               |
| \$ 2,000,000       | II              | \$ 50,000,000      | VI              |
| \$ 5,000,000       | III             | \$ 100,000,000     | VII             |
| \$ 10,000,000      | IV              |                    |                 |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.  
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.**

**GENERAL CONDITIONS, TERMS, AND PROVISIONS**

**1. DEFINITIONS:**

- a. **CLERK** - The term "CLERK" herein refers to the Brevard County Clerk of the Circuit Court and its duly authorized representatives.
- b. **PROPOSER** - The term "PROPOSER" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the Clerk in response to this invitation.
- c. **VENDOR** - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- d. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- e. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- f. **QUALIFIED BIDDER OR PROPOSER** - The best bidder or proposer who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by Clerk staff of the proposer or its subcontractors' past performance for the Clerk, an any other information required by Clerk policies.
- g. **RESPONSIVE BIDDER OR PROPOSER** - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- h. **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

**2. SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

**3. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

**4. PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s.

120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the Clerk. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

**5. PROPOSAL TABULATIONS:** Proposal tabulations are posted to the DemandStar website at: [www.demandstar.com](http://www.demandstar.com) and [VendorLink](#).

**6. CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The Clerk reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

**7. INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Melbourne, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.

**8. EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Clerk is an equal opportunity employer.

**9. PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of the Clerk under this award are subject to the availability of funds lawfully appropriated for its purpose by the the Florida Clerks of Court Operation Corporation.

**10. ADDITIONAL TERMS & CONDITIONS:** The Clerk reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**11. TAXES:** The Clerk is exempt from Federal Excise Taxes and all sales taxes.

**12. DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

**13. MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Proposer shall be responsible for performing the work necessary to meet Clerk standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Proposers offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the Clerk to meet fully the salient characteristics requirements listed in the specifications. Unless the Proposer clearly indicates in his Proposal that he is offering an "equal" product, the Proposer shall be considered as offering the same brand name product referenced in the specifications. If the Proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the Clerk and will be based on information furnished by the Proposer. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Proposer shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the Clerk would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Proposer agrees to indemnify and hold harmless the Clerk and its employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Proposer, without exception shall indemnify and save harmless the Clerk and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Clerk. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the Clerk, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the Clerk.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Clerk by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the Clerk may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. The Clerk reserves the right to cancel an awarded Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Clerk. Further, all proposers must disclose the name of any Clerk employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** The Clerk permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Clerk for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the Clerk and its staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact the Clerk or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Clerk action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All proposers are hereby placed on notice that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Clerk may immediately terminate any Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the Clerk may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
33. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** The Clerk is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to the Clerk.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly

or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any Clerk employee. Only those communications, which are in writing from an authorized Clerk representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the Clerk as duly authorized expressions on behalf of the company.
38. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The vendor expressly waives venue in any other location.
39. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The Clerk reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the Clerk, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Clerk, the contractor, and the contract manager upon completion of such portion.
40. **OPERATION DURING DISPUTE:** In the event the Clerk has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the Clerk, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
41. **CONTRACT TERMINATION:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The Clerk user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The Clerk retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
42. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
43. **PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Clerk approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the Clerk's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/proposal.
44. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as

needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

45. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the Clerk. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
46. **MONITORING OF WORK:** The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Proposer shall designate, in writing, a person to serve as liaison between the proposer and the Clerk.
47. **PROMPT PAYMENT:** For payment promptness, the Clerk shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The Clerk does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Clerk Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

48. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
49. **UNAUTHORIZED ALIEN WORKERS:** The Clerk will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Clerk shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

50. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the Clerk is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the Clerk would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the Clerk—which requires or would require the Clerk to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the Clerk within 24 hours (not including weekends and legal holidays), of notification by the Clerk to the Contractor of the request, of the specific exemption or confidentiality provision so the Clerk will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the Clerk face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the Clerk which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the Clerk as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any bid does not affect this right.

51. **CLERK SEAL:** Use of the clerk Seal without the express approval of the Clerk is prohibited.
52. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the Clerk shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
  - Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
  - Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
  - In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.
53. **VENDOR COMPLAINTS AND DISPUTES:** The Clerk encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. **PROCEEDINGS**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

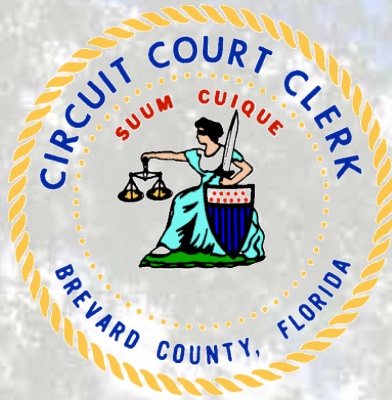
The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of the Clerk's Chief Deputy, Staff Counsel, and the County Finance Director. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the Clerk shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the Clerk that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.





**REQUEST FOR PROPOSALS  
P-4-19-01**

**Case Management System Licensing, Maintenance, and  
Implementation Services**

**Scott Ellis  
Brevard County Clerk of the Circuit Court  
& Comptroller**

**SECTION 1  
GENERAL INFORMATION**

**1.1 Issuing Office**

This Request for Proposals (“RFP”) is issued by the Brevard County Clerk of the Circuit Court (the “Clerk”) through Brevard County’s Purchasing Services Department. The Clerk is an independent constitutional officer pursuant to article V, Florida Constitution, and chapter 28, Florida Statutes. All communications with the Clerk’s office and the County regarding this RFP must be made in writing via the specified method of communications herein. All information regarding this RFP will be posted on DemandStar, and VendorLink. Vendors are advised and instructed that they are responsible for and deemed to have knowledge of, all information posted on the website(s).

Any person or business organization that submits a response to this RFP will be referred to as a contractor, proposer, or vendor. A response to this RFP will be referred to as a reply.

By virtue of submitting a reply, vendors are acknowledging that the Clerk reserves the rights outlined herein:

- 1.) The Clerk reserves the right to accept, reject in whole or in part, any and all offers or replies, to waive formalities or minor irregularities, to negotiate final costs and terms, and to accept or negotiate offers that are determined to be most advantageous to the Clerk, in the Clerk’s sole discretion.
- 2.) This RFP process is for the benefit of the Clerk only, and is intended to provide the Clerk with competitive information to assist in selection. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the Clerk’s discretion and made to favor the Clerk.
- 3.) All materials submitted in response to this RFP become the property of the Clerk and will be public record subject to the provisions of chapter 119, Florida Statutes.
- 4.) The Clerk reserves the right to negotiate with selected vendors according to the process and procedures outlined herein, and to unilaterally determine that negotiations are successful or unsuccessful, until the Clerk rejects all offers or replies and terminates the process, or until the Clerk negotiates successfully with a selected vendor and a contract is executed.
- 5.) No vendor shall have any rights against the Clerk arising from any reply or from being selected as a vendor for negotiation.
- 6.) The Clerk does not intend to be bound by the terms of any reply or offer. The Clerk does not intend that a contract be formed as a result of a reply or offer or as a result of a vendor being selected for negotiation.
- 7.) No contract will be formed until there is a signed contract executed by the Clerk detailing the terms and conditions of the completed negotiations.
- 8.) The Clerk’s decisions are final, and all vendors responding to this RFP agree to be bound by the Clerk’s decisions.
- 9.) A vendor waives and relinquishes any claim, cause, action, or suit against the Brevard County Clerk of the Circuit Court and any of his agents, deputies, employees, or assigns arising out of the administration, evaluation, scoring, selection, or negotiation of the RFP.



## 1.2 Background on Brevard County

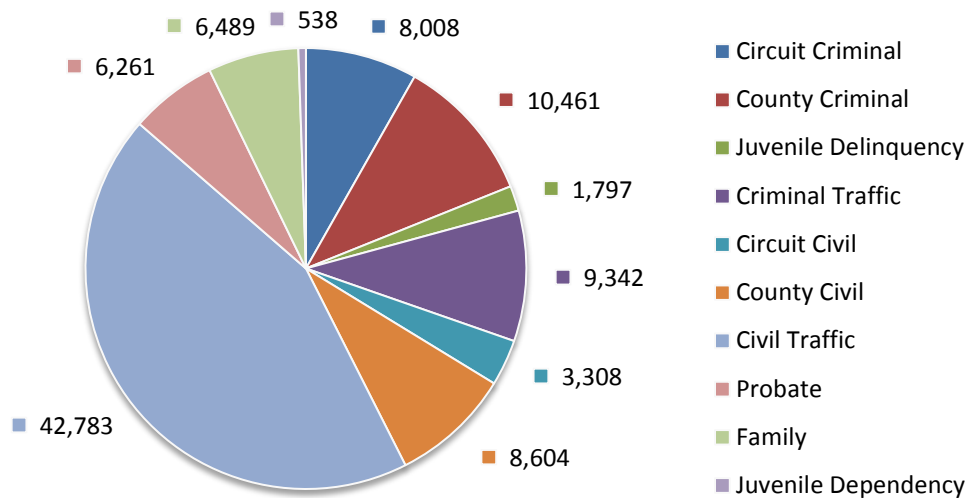
Brevard County was founded in 1854 after being originally cut from Mosquito County and later St. Lucia County, with Titusville being made the county seat in 1894. While most government operations have been consolidated in Viera, court is held in three courthouses in Titusville, Viera, and Melbourne.

The Clerk currently maintains five full service branch offices (Titusville, Merritt Island, Viera, Melbourne, and Palm Bay), one additional branch office dedicated to recording and copy requests (Titusville-Parkway), and staff at the county jail (Sharpes) to serve the population along the 72-mile long county. The Clerk employs approximately 300 staff among his clerk and comptroller duties, and serves a population of just under 600,000 as Florida's 10<sup>h</sup> largest county.

Brevard is neighbored by Volusia County to the north, Seminole County to the northeast along the St. Johns River (with whom it shares a judicial circuit), Indian River County to the south, and Orange and Osceola Counties to the west. Brevard is part of the Eighteenth Judicial Circuit, comprising both Brevard and Seminole Counties. Judge Tonya Rainwater is the chief judge of the Circuit.

## 1.3 Current CMS and DMS Operations

In November 1999, the Clerk implemented the FACTS case management system from Tiburon (now Tri-Tech) and has used it ever since. The CMS is used in every civil division, and also supports the addition of administrative cases that are not subject to specific case types. The CMS and subsidiary programs support reporting for state mandated reports, such as SRS, TCATS, OBTS, UCR, CCIS and other reports and programs established by the Florida Court Clerks and Comptrollers association and the Florida Clerks of Court Operation Corporation. The CMS is coupled with Vista's netDMS document management system. As of the date of this RFP, the netDMS system currently holds more than 20M documents with nearly 56M pages. Last year alone, Brevard added 1.6M documents with a total of 4.7M pages. In fiscal year 17-18, the Clerk filed nearly 98K new cases represented in the info graphic below.



#### 1.4 Purpose of the RFP

The objective for this RFP is to select a comprehensive case management system (CMS) package and to successfully implement the new CMS and subsidiary programs to meet the needs of the Clerk and ultimately, to better serve the Clerk's constituents. The system must be fully and successfully functioning in all court divisions in the state of Florida, support current and future Florida data reporting, all requirements currently in place or promulgated in the future by the Supreme Court of Florida or the Florida legislature, have a strategic commitment and plan from the vendor, be scalable, be user malleable, and be able to accommodate current and future needs. The product must also provide a platform for easily-malleable data exchange and reporting with the Clerk's justice partners, agencies to which it must report data, and for its internal I.T. team to write, create, and maintain necessary reports for the administration of justice.

The selected software and implementation vendor will offer a software licensing, maintenance, and implementation service cost reply for 10 years. The Clerk will give preference to replies that defer maintenance expenses until full and successful implementation of the software package. The Clerk intends to negotiate the starting point of maintenance, as well as the effective date/purchase date of the contract for purchase of the software. The Clerk will give preference to replies which include a multi-year licensing payment arrangement to maximize sunset of necessary parallel systems pending a go-live scenario with a selected vendor and maximization of cash flow.

The Clerk is also seeking replies from a qualified packaged software vendor who has demonstrated success in court software implementation. A qualified vendor is one with a standardized product that has been successfully and fully implemented, enhanced, and utilized by a clerk of the circuit court in the state of Florida with comparable size and under comparable situation as those existing in Brevard County. This functionally rich, fully-integrated CMS software package is intended to replace the following programs:

- Case Management System (Currently Tri-Tech's FACTS)
- In-Court Processing Product (Currently CSI's In Court)
- Public Access Web Piece (Currently the in-house BECA (Brevard Electronic Court Application))
- Traffic Citation Entry (Currently an in-house program)
- E-Citation Entry (Currently an in-house program)
- Jury Product (Currently CHT's Jury Product)
- Document Management System (Currently Vista's netDMS)
- File/Evidence Tracking System (Currently CSI's Trakman)

Additional consideration will be made for those vendors with a CMS software package which can either integrate with or replace the Clerk's current redaction product, aiRedact from Mentis. Consideration will be made for other viable and widely-used redaction software, but in no manner will the Clerk employ a redaction partner with less functionality than necessary for the administration of justice.

The successful vendor will also be able to integrate their package with the Eighteenth Judicial Circuit's iCMS judicial viewer and be able to integrate with Civitek's CCIS 3.0 and additional changes to both programs as they arise. The vendor shall have the functionality and capability to ensure seamless

integration and sending of data for all state- and court-mandated reports (i.e. OBTS, TCATS, UCR, CCIS, etc.).

This RFP includes the necessary consulting services to install, enhance, and implement the CMS software application package. Expected services include, but are not limited to, project administration, software installation and certification, system configuration, conversion of data stored in legacy systems (FACTS and netDMS), code enhancements, interface and report development, system and parallel testing, disaster recovery planning, and training of Clerk personnel and justice partner users of the new CMS software. The Clerk seeks to build an alliance with an implementation vendor that will facilitate the Clerk's goals by implementing the CMS and the replaced process and organizational changes.

In addition to the items listed above, the minimum qualifications for an implementation partner are:

- The vendor must have successfully and fully-implemented the CMS in all criminal, civil, and juvenile court divisions within a Clerk's office;
- The vendor must be able to provide experienced consultants in the Clerk CMS implementation and operation arena;
- The vendors must agree to a performance bond;
- The vendor's cost reply shall be for a milestone and deliverables-based fixed price solution. Proposers should complete and submit the attached Cost Reply page. Proposers that do not detail specific costs on the forms provided will be considered non-responsive; and
- Any vendor not meeting the minimum qualifications will not be considered for further evaluation.

The Clerk is seeking an implementation partner that:

- Has a strong Florida justice system knowledge base and can bring valuable, practical experiences to the project team including experience with a Florida Clerk's office;
- Clearly understands and has addressed the needs of a Florida Clerk's justice system marketplace;
- Can provide innovative and effective solutions if the CMS software does not adequately address the needs of the Clerk;
- Is highly qualified and experienced in the technical aspects of the CMS software environment;
- Will provide continuity of Clerk-approved consultants throughout the duration of the project;
- Will provide for a thorough transfer of technical and functional knowledge of the CMS software;
- Can provide full systems integration and data exchange services for current Clerk and third party software;
- Can provide data exchange services for the Clerk's criminal justice partners;
- Has experience interfacing with Clerk existing systems, such as Crystal Reports, aiRedact, and other components as identified by the Clerk;
- Can develop and deliver Clerk end-user training and documentation, both for every day users and technical users;
- Understands the need to complete the implementation process within the time and budget constraints identified; and
- Works well with third party providers and Clerk staff.

## **1.5 Scope of Work/Deliverables**

1. The following commodities and services are included in the scope of this RFP, but is not an exclusive list:

- Civil
  - Calendaring
    - Civil Scheduling
    - Unified Family Court Scheduling
  - Case Initiation
    - Affidavit of Indigency
    - Civil Case Initiation
    - Dependency Case Initiation
    - Unified Family Court Initiation
  - Cashiering
    - Civil Cashiering
    - Registry and bond deposits
    - Judgment interest calculation
  - Disposition
    - Civil Trial
    - Dependency Termination of Parental Rights
    - Dependency
    - Guardianship
    - Mental Health
    - Probate
    - Unified Family Court
    - Voluntary Dismissal
    - Original Cause of Action vs. Counterclaim/Crossclaim, etc.
  - Docketing
    - Dependency Trial
    - Docketing Process
    - Motions
    - Plea Agreement
    - Summons
  - Post-Disposition
    - Appeals Module
    - Civil Re-Open
    - Record Sealing
    - Unified Family Court Motion to Re-Open
- Criminal
  - Calendaring
    - Scheduling
  - Case Initiation
    - Bond Hearing – First Appearance
    - Criminal
    - In-Custody
    - Delinquency Case Initiation
    - Parking and Ordinance Violation
    - Traffic
  - Cashiering-Accounting

- Cashier Closeout
  - Cash bond deposits/refunds
  - Failure to Pay
  - Assessed fee payments
  - Fine Payment
  - Returned Checks
- Disposition
  - Community Service
  - Fine and Fee Assessment
  - Jail
  - Prison
  - Probation
  - Delinquency Juvenile Commitment Program
  - Delinquency Juvenile Probation
  - Delinquency Juvenile Restitution
  - TCATS Disposition Reporting
  - Traffic School
  - Cash Bond posting/refunds
- Docketing
  - Bond Forfeiture
  - Create Arrest Warrant
  - Down-file cases
  - Failure to Appear Warrant
  - Motions
  - Order of No Contact
  - Plea Agreement
  - Pre-Trial Diversion
  - Prosecutor Charging
  - Recall Warrant
  - Receive Evidence
  - Request to View Evidence
  - Trial
  - Up-File Cases
  - Violation of Parole Warrant
  - Delinquency Arraignment
  - In-court docketing and Processing
- Post-Disposition
  - Appeal Disposition
  - Case Closeout
  - Violation of Probation
  - Evidence Disposal
  - Expungement
  - Prepare Appeal Packet
- Accounting
  - Cashier Closeout
    - Open Control Form
    - Enter Cash Received
    - Enter Checks Received

- Enter Credit Card Receipts
    - Reconcile Against Payment Activities
    - Generate Check Report
    - Close Out Cashier
    - Complete Deposit Control Form
    - Generate Deposit Slip
    - Generate Overall Receipts Report (online inquiry)
  - Returned Checks
    - Check Returned for NSF
    - Update Returned Check Database
    - Void Receipt
    - Update Case Financial Obligation
    - Assess NSF Fee
    - Generate NSF Letter to Payee
  - Distribution
    - Generate Distribution Report
    - Create Payable
    - Generate Check
    - Electronically Transfer Funds
  - Maintenance
    - Rule Form Maintenance
    - Cash Refunds
    - DETC Code Maintenance
    - Unclaimed Funds Maintenance
    - Case Financial Maintenance
    - Interfaces to Financial System
  - Official Records
    - Cashiering/Accounting
    - E-Recording
  - Information Technology
    - Ad-hoc Reporting Tool
    - Security Administration
    - Standard Reports
    - Data Warehouse
    - Data Exchange/Integration platform
2. Network and Hardware Needs
- Provide details of the minimum network capabilities and hardware needed for the Clerk to implement the entirety of the CMS software packages
3. Software Licensing Cost
- Provide details of one-time software licensing fees (payable over a multi-year period) for the purchase of a perpetual license for unlimited concurrent users to enable the functionality of the CMS. Provide replies for effective date of purchase, along with replies for liquidated damages in the event of failure(s) that prevent timely product utilization.
4. Software Support and Maintenance Cost for a Period of 10 Years



- Provide details of 10-year maintenance fees along with replies for deferral of maintenance cost.
  - Provide details of vendor plans to support future changes by the Florida legislature or the Supreme Court of Florida which may require software modifications.
5. Clerk acquisition and operating costs for a period of 10 years (other than technology and services provided through vendor)
    - Hardware and operating software
    - Clerk Technical Support Personnel
  6. Conduct installation and certification of the CMS software at Clerk's site(s).
  7. Provide on-going project management throughout the CMS implementation to ensure implementation is on time, that all contracted functionality is fully functional, and that sufficient end-user training has been completed on a timely basis.
  8. Follow Clerk agreed-upon Change Management and Issue Management processes.
  9. Configure CMS application security for appropriate access by user roles.
  10. Assure the implementation provides secure and reliable systems, with documentation for Clerk security staff that is easy to use and maintain.
  11. Implement system functionality that provides user access, including user ability to enter and process court-related transactions and to directly access all applicable data at that user's applicable security level.
  12. Configure system functionality/software to enable data to be entered and edited only once and at its source. Edits should be trackable.
  13. Ensure secure Internet access to Clerk business systems and connectivity via applicable firewalls.
  14. Configure system functionality/software for the Clerk to provide justice partners with requested reports.
  15. Enhance application code to comply with all applicable Florida law at go-live.
  16. Conduct all phases of software testing to ensure delivery of a fully functioning system including, but not limited to, unit, system, integration, stress, and parallel testing.
  17. Fully convert the legacy data in Clerk existing CMS system to the new system and create/develop such conversion processes, software programming, and/or reports as required to fully convert existing data and ensure delivery of a fully functioning system.
  18. Create and deliver end-user training documentation satisfactory to the Clerk and written specifically the way the software will work in our environment and easily understood by the end users, no later than the beginning of the end-user training phase of the project.

19. Deliver complete and robust procedural user manuals for use by Clerk functional staff.
20. Deliver complete and robust system administration and support documentation for use by the Clerk's I.T. staff.
21. Conduct disaster recovery planning, develop and deliver disaster recovery documentation, and successfully conduct testing of system failover to the disaster recovery site.
22. Transfer technical and functional knowledge via training sessions and thorough documentation methods, to allow Clerk staff to support and maintain these systems on an on-going basis.

## 1.6 Period of Contract

The Clerk intends to execute one comprehensive contract for the CMS software licensing, maintenance, and implementation services. The tentative effective date of the contract will be negotiated between the vendor and the Clerk. The successful vendor will provide software maintenance for a 10-year period. The Clerk intends to negotiate the starting date/point for software maintenance fees.

## 1.7 Qualification of Vendors

All vendors responding to this RFP shall have demonstrated expertise and successful past experience in supplying such goods and services as the ones required in this RFP to a Florida clerk of the circuit court or entity of similar size as the Clerk, and shall meet all criteria/requirements identified herein.

Vendors will be required to show that they have satisfactorily provided similar goods and services in the past. Vendors should anticipate that the Clerk may visit sites of installation to obtain first-hand information from users of the product. No reply will be accepted from a vendor who is engaged or contemplates being engaged in any activity or business condition which would impair the ability to perform or finance this work. Vendors are required to provide a list of all lawsuits, including criminal actions, if any, against the company and its management for a period of the last five (5) years and involving claims regarding work of a similar nature, or a sworn statement verifying under oath that there is legal matters involving claims about pending work of a similar nature, whether the work is completed or not, that would impede or otherwise affect performance under this contract.

## 1.8 RFP Timetable

| Activity                             | Date/Time                      | Location   |
|--------------------------------------|--------------------------------|--|
| RFP Available for Distribution       | January 10, 2019               | <a href="#">DemandStar</a> ; <a href="#">VendorLink</a>  |
| Deadline for Questions Regarding RFP | January 31, 2019, by 5:00 p.m. | jonathan.mclester@brevardfl.gov  |
| Deadline for Receipt of Replies      | February 7, 2019, by 2:00 p.m. | Brevard County Purchasing Services<br>2725 Judge Fran Jamieson Way<br>Building C, 3 <sup>rd</sup> Floor, Suite C-303<br>Viera, Florida 32940 |
| Evaluation Committee Meeting 1       | TBD                            | Brevard County Clerk of the Circuit Court<br>Administration Conference Room<br>400 South Street, Suite 2B<br>Titusville, Florida 32780       |
| Oral Presentations &                 | TBD                            | Brevard County Clerk of the Circuit Court  |

|  |     |  |
|--|-----|--|
| Demonstration, if necessary  |     | Administration Conference Room<br>400 South Street, Suite 2B<br>Titusville, Florida 32780  |
| Evaluation Committee Meeting 2, if necessary                       | TBD | Brevard County Clerk of the Circuit Court<br>Administration Conference Room<br>400 South Street, Suite 2B<br>Titusville, Florida 32780 |
| Vendor Negotiation and Finalist Selection                          | TBD | Brevard County Clerk of the Circuit Court<br>Administration Conference Room<br>400 South Street, Suite 2B<br>Titusville, Florida 32780 |
| Posting of Finalist  | TBD | <a href="#">DemandStar; VendorLink</a>   |
| Development of Licensing, Maintenance, and Implementation Contract | TBD |  |
| Projected Contract Start Date                                      | TBD |  |

### 1.9 Reply Submission

All questions or inquiries from vendors must be submitted no later than January 31, 2019 at 5:00 p.m. via e-mail to Jon Mclester (jonathan.mclester@brevardfl.gov). All official notifications shall be made through written addendum, and will be posted on DemandStar and VendorLink. Vendors assume sole responsibility for remaining current on website information.

Vendors shall not rely on any oral information from any source regarding this RFP process, including information obtained orally at any conferences or public meetings held by the Clerk.

All replies must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Building C, 3<sup>rd</sup> Floor, Suite C-303, Viera, Florida 32940 no later than February 7, 2019, at 2:00 p.m. The official time clock will be the date and time stamp clock located in the County's Purchasing Office.

Replies shall be submitted in the form of one (1) original and five (5) copies with the original clearly marked. One (1) electronic copy of bid shall be furnished on a USB flash drive and included with reply submittal.

Hand delivered replies may be delivered to the above address between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday, except on legal holidays. Vendors are responsible for informing any commercial delivery services, if used, of all delivery requirements and ensuring the required address information is contained on the outside of the package. Please ensure that if you use a third party carrier (i.e. DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third floor at the above address. Vendors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the deadline indicated above.

The reply certification page must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor, and the vendor must affix the company's corporate seal, if any, to the document. In the absence of a corporate seal, the reply must be notarized by a notary public or deputy clerk.

### **1.10 Contact Person**

The contact person for this RFP is Jon Mclester. All communications must be sent via e-mail to the following address: jonathan.mclester@brevardfl.gov.

Vendors are advised that all contact regarding this RFP must be through e-mail to Mr. Mclester. Absolutely no direct contact with any Clerk staff or the Clerk regarding this RFP is permitted. Any unauthorized communication between the vendor and Clerk staff regarding this RFP or its contents shall be grounds for disqualification. The Clerk will select vendors for negotiation following scoring of evaluation criteria. If you are selected to negotiate, Mr. Mclester will contact you via e-mail for negotiation information and scheduling.

## **SECTION 2 GENERAL TERMS AND CONDITIONS**

### **2.1 Reply Guarantee**

Vendor guarantees commitment, compliance, and adherence to all requirements, terms, and conditions of the RFP by submission of a reply. Submission of any reply indicates acceptance of the conditions contained in this RFP.

### **2.2 Modified Replies**

Vendor may submit a modified reply to replace all or any portion of a previously submitted reply until the Reply Due Date. The evaluation committee will only consider the latest version of the reply.

### **2.3 Withdrawal of Replies**

A reply may be withdrawn only by written notification, signed by the vendor.

### **2.4 Late Replies, Late Modifications**

Replies and/or modifications to replies received after the Reply Due Date and time are late and will not be considered.

### **2.5 Right to Reject Replies**

The Clerk may, at its sole and absolute discretion, reject any and all replies based on any criteria and may waive any formalities. The Clerk may accept or reject any or all of the items within the reply, and award the contract, in whole or in part, if it is deemed in the Clerk's best interest.

### **2.6 RFP Postponement/Cancellation**

The Clerk may, at its sole and absolute discretion, reject all replies and re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any formalities or minor irregularities in this RFP or in the replies received as a result of this RFP, when to do so would be in the best interest of the Clerk. A minor irregularity is defined as a variation from the RFP terms and conditions that does not affect the price of the vendor reply, or give the vendor a competitive advantage or benefit not enjoyed by other vendors, or does not adversely impact the interests of the Clerk. At its option, the Clerk may correct minor irregularities but is under no obligation to do so.

Where the Clerk may correct or waive minor irregularities, such action shall in no way modify the RFP requirements.

## **2.7 Costs Incurred by Vendors**

All expenses involved with the preparation and submission of replies to the Clerk, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for responses received, or for any other effort required of or made by the vendors. The vendor acknowledges that one outcome of the RFP process may be Clerk withdrawal of the RFP without contract, and vendor assumes all risk of submitting and preparing this reply. Vendor is solely responsible for all costs, expenses, fees, loss of business opportunities, etc. or expenditures of any kind relating to preparation or submission of the reply, regardless of the outcome.

## **2.8 Proprietary/Confidential Information**

Vendors are hereby notified that all information submitted as part of, or in support of, replies will be available for public inspection after opening of replies, in compliance with chapter 119, Florida Statutes, known more universally at the "Public Records Act."

## **2.9 Retention of Vendor Information**

The Clerk reserves the right to retain all replies regardless of which vendor is selected.

## **2.10 Negotiations**

In response to this RFP, each vendor shall submit a proposed contract for the goods and services that includes all the terms and conditions in Clerk's standard contract, attached hereto, and that includes any other terms and conditions it will request or is proposing in a contract between it and Clerk. The proposed contract will be the starting point for negotiations between the vendor and Clerk if the vendor is selected as one of the vendor finalists selected for negotiation. The Clerk expects to meet with vendors selected for negotiation to further clarify the costs and scope of the reply. In addition, items such as cost, execution date or effective date of contract, maintenance costs and initiation of maintenance costs, additional or supplemental software modules or products, and other items, are expected to be further negotiated, and no contract or agreement is intended until formalization and signatures are on a written contract. Selection for negotiation is not an award or an acceptance of an offer, and the vendor acquires no rights as a result of having been selected for negotiation with Clerk.

The Clerk may, at its sole and absolute discretion, execute a contract with a vendor on the basis of the initial reply, without negotiations with other vendors. Therefore, each submitted reply should contain the vendor's best price and technical offering.

### **2.11 Rights of Appeal**

Any vendor may protest the terms of the RFP or the selection of vendors for negotiation in accordance with the procedures contained in Appendix G – Right to Protest.

### **2.12 Rules; Regulations; Licensing Requirements**

The vendor shall comply with all laws, ordinances, and regulations applicable to the goods and services contemplated herein, to include those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods and services offered.

### **2.13 Exceptions to the RFP**

All exceptions taken must be specific, and the vendor must indicate clearly what alternative is being offered to allow the Clerk a meaningful opportunity to evaluate the reply. Vendors are cautioned that submitting an alternative reply does not relieve the vendor from submitting the “Minimum Requirements” as stated in Section 3. The Clerk is under NO obligation to accept any proposed exceptions or alternatives.

### **2.14 Review of Replies**

Each reply will be opened and reviewed by an Evaluation Committee on or after the deadline stated in the Timetable (Section 1.8) to determine if the reply is responsive to the RFP, and to determine whether the reply meets all of the reply requirements as outlined in Section 3.

All non-responsive replies will be rejected without further evaluation by the Evaluation Committee.

1. A responsive reply is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the reply (as stated in Section 3). Responsive replies fulfilling the Reply Requirements shall be reviewed at Evaluation Committee Meeting 1.
2. Replies shall have one outer wrapping which must be securely sealed and addressed as stated in Section 1.13.
3. The Cost Reply must be separately bound, sealed, and labeled within the outer wrapping.

While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a reply without evaluation, such substandard submissions may adversely impact the evaluation of your reply, especially information relating to establishing financial/business stability. Vendors who fail to comply with any of the required and/or desired elements of this RFP do so at their own risk.

### **2.15 Evaluation Process**

The Clerk’s office acknowledges that the Case Management System software industry is a competitive one, and that vendors may offer similar functionality and services. The RFP selection process may result in an outcome where final vendor rankings differ by a small percentage. By virtue of submitting a reply,



vendors are acknowledging this possibility and waive any right to protest based on narrow point differences.

#### Evaluation Committee Meeting 1

1. The Evaluation Committee will evaluate all responses to this RFP that meet the Reply Requirements and are deemed responsive, without consideration of the cost replies. Vendors are urged to ensure that their reply contains all the necessary information for the Evaluation Committee to fairly and accurately evaluate each of the reply evaluation criteria listed below (Section 2.16). However, the Evaluation Committee reserves the right to determine that additional written information, interviews, internal staff analysis, outside consultants and experts, and/or any other information may be required by the Evaluation Committee, at any time during the evaluation process, to help the Committee determine the final ranking of vendors. The Evaluation Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Evaluation Committee. All responsive vendors will be provided equal opportunity to provide additional information if the Evaluation Committee determines additional information is required.
2. The Evaluation Committee will collectively rank vendor replies based on the first three evaluation criteria: Experience (qualifications, background, expertise, etc.), Functional Requirements, and Technical Requirements. The Evaluation Committee shall reach a consensus score for every evaluation criteria listed in the Vendor Evaluation Criteria Matrix (Appendix A).

The Clerk's Project Manager will facilitate the process and capture each vendor's Reply Score onto the Vendor Evaluation Criteria Matrix (Appendix A). The Evaluation Committee will utilize the scores to narrow the vendors to the highest scoring vendors (short-listed vendors) who will be subject to further evaluation and scoring as set forth in paragraph 3. The number of short-listed vendors selected will be determined by the Evaluation Committee.

3. The Evaluation Committee will then open the sealed Cost Replies of the short-listed vendors. The Cost Replies will be converted to points as follows:

#### *Converting Cost Reply to Points*

The lowest cost reply offer receives the maximum points listed below (Section 2.16, last criteria). Higher cost offers receive fewer points based upon how much higher they are in relation to the lowest offer. Offers ten percent (10%) more than the lowest offer receive ten percent fewer points. Offers thirty-five percent (35%) more than the lowest offer receive thirty-five percent fewer points, etc. until there is a case where an offer is one hundred percent (100%) more than the lowest offer (twice as much as the lowest offer), then that offer will receive one-hundred percent fewer points or zero (0) points.

4. The Clerk's Project Manager will capture each vendor's Cost Reply points onto the Vendor Evaluation Criteria Matrix (Appendix A). The Cost Reply points will be added to each respective vendor's Reply Score to calculate each vendor's Total Score. The Evaluation Committee will then further narrow the vendor list to the highest scoring vendor finalist(s). The highest scoring

vendor finalist(s) will participate in contract negotiations. The number of vendor finalist(s) will be selected by the Evaluation Committee.

5. Should multiple finalists be of sufficiently close ranking the Clerk may, at its sole discretion, initiate contract negotiations, either concurrently or serially, with each of the finalists.
6. The Clerk's Project Manager will notify the vendor finalist of the status. In addition, the list of the vendor finalists will be posted on a Clerk website before contract negotiations begin.
7. The vendor finalists will be required, AT NO CHARGE to the Clerk, to provide a live demonstration of their CMS software application. The presentation will be conducted at a Clerk location in Titusville, Florida and will not exceed 24 hours in duration. Vendor finalists must be available for the demonstration during the dates specified in the Timetable (Section 1.12). The Evaluation Committee, along with system users, will be in attendance to pose questions to the vendor finalists.
8. The Clerk may travel to locations that utilize the vendor's CMS software in order to obtain feedback from users and system administrators on the product, and to identify issues of importance to the Clerk concerning the software.

#### Evaluation Committee Meeting 2 If Applicable

9. During Evaluation Committee Meeting 2, the Evaluation Committee will review vendor finalist presentations, user feedback and site visit feedback, and vendor responses to questions. The Clerk's Project Manager will capture comments and provide feedback to the Negotiation Team.

### **2.16 Evaluation Criteria**

See Appendix A for detailed weighting factors.

### **2.17 Vendor Contract Negotiations**

Following selection of vendor(s) for negotiation, evaluation scoring is set aside and all vendor(s) will be placed on equal footing going forward to ensure a fair and competitive negotiation process. The Legal Team will negotiate price, terms, and conditions to select a reply that is most advantageous to the Clerk. During negotiations, the Clerk will:

- Determine, schedule, and attend negotiation sessions;
- Through consultation with the vendor, create the contract and contract terms;
- Negotiate in good faith;
- Document all negotiations for the Clerk's file;
- Select and negotiate a final contract (provided however Clerk reserves the right to determine that all negotiations are unsuccessful).

During negotiations, the Vendor will:

- Attend negotiation sessions with agent authorized to make agreements;

- Understand the Clerk's requirements;
- Respond to requests for information;
- Negotiate in good faith;
- With the Clerk, negotiate terms and conditions of the contract;
- Prepare revisions to the reply based on negotiations;
- If requested, prepare a final negotiated contract.

The Clerk's Legal Department will contact the vendor(s) and enter into contract negotiations. Negotiations between the Clerk and vendor(s) may start with any or all of the vendor finalists (either simultaneously or sequentially). No final decision will be made until the Legal Team determines that negotiations are concluded and the Legal Team has recommended execution of a contract with a vendor based on the Clerk's decision as to a contract that is most advantageous to the Clerk. Vendors will be given opportunity to present Best and Final Offers prior to conclusion of the negotiations. The Legal Team will recommend the most advantageous reply to the Clerk following submission of final replies.

Time is of the essence in the negotiations and vendors are expected to commit the resources necessary to quickly revise and amend replies based on negotiations issues. The Clerk reserves the right to declare an impasse with a vendor and to discontinue negotiations.

If a satisfactory agreement cannot be reached with any of the vendors selected for negotiation, the Clerk reserves the right to negotiate with any qualified vendor who has responded to this RFP, re-issue the RFP, cancel the RFP, re-issue an amended or revised RFP, or take such other action as the Clerk deems appropriate.

### **2.18 Award of Contract**

A contract shall be negotiated with the vendor who offers a total contract on terms that the Clerk considers being most advantageous to the Clerk's office. The vendor selected following conclusion of negotiations will be notified and a contract finalized and executed.

The vendor will incorporate into the resulting agreement all terms and conditions of the RFP and the vendor's reply, except as otherwise negotiated during the period of negotiation. The vendor shall clearly and conspicuously state in the submitted reply any exceptions to, or deviations from, the requirements or terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the replies, and may render the reply non-responsive.

The Clerk does not intend to be bound by an offer, reply, negotiations, or agreements prior to the execution of a written contract with the successful vendor.

### **2.19 Standard Contract Provisions**

Standard Clerk contract provisions (general and specific) will be incorporated into any contract resulting from this RFP, including provisions regarding indemnification, cancellation, and public records provisions. Should any selected vendor and the Clerk be unable to consummate a written contract, the Clerk may proceed to the next most advantageous reply, or issue a new solicitation, proceed with the licensing agreement and procure a separate implementation vendor, or cancel the procurement process in its entirety.

## **2.20 Commencement of Work**

The RFP does not obligate the Clerk. The Clerk's obligation will commence when a contract has been signed by the Clerk. The Clerk may set a different starting date for the contract. The Clerk will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the execution of a written contract.

## **2.21 Insurance Requirements**

It shall be the responsibility of the vendor to provide evidence of a minimum amount of insurance, or insurances to the Clerk.

The Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of the Contract, coverages and limits (including endorsements). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as Clerk's review or acceptance of insurance maintained by the vendor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under the Contract.

## **2.22 Indemnification**

Vendors agree to indemnify and hold harmless the Clerk, its officers, employees, and agents, from and against all claims, causes of action, damages, losses, costs, and expenses that arise from Vendor's performance of the services in the contract, including claims, damages, causes, losses, costs or expenses arising from the actions or inactions of vendor's subcontractor's, agents or employees and including reimbursement for costs of procurement for third party services required to complete the contract should vendor breach the agreement. This indemnification obligation shall not be limited in any way, including by any limitation on the amount or type of damages, compensation, or benefits payable for or by a vendor, or any agent of the vendor, under the Worker's Compensation Act, disability benefit acts, or other employee benefits acts.

It is the Clerk's policy based on existing law to decline to agree to indemnify any entities or persons in contractual agreements. The proposed contract should not include an indemnification required by the Clerk or the Clerk's office on behalf of the vendor, or its agents, or employees.

## **2.24 Authorized Signature**

The authorized representative signature is required on all replies, and the Contract must be signed by an officer of the company (if applicable).

## **2.25 Performance Bond/Letter of Credit/Liquidated Damages**

The vendor shall furnish, to the Clerk, a Performance bond or Clean Irrevocable Letter of Credit for one hundred percent (100%) of the Contract amount or for such other amount as negotiated, to protect the Clerk from default in delivery of the contracted services and products.

The Performance Bond is to ensure the faithful performance of all the requirements of the contract, and to save, defend, indemnify, and hold harmless the Clerk from any and all damages, losses, claims, causes of action, costs, fees, and expenses, either directly or indirectly, arising out of any failure to perform the contract. The Bond(s) shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under Title 31, United States Code, Sections 9304 through 9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The vendor shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond(s) must file, with the bond(s), a certificate and effective dated copy of power of attorney. The vendor must furnish the executed bond(s) prior to the Clerk's approval and execution of Contract.

A cash deposit, or certified check, or Irrevocable Letter of Credit from a financial institution with a rating deemed acceptable by the Clerk may be provided in lieu of the Performance bond, provided that the form, format, and terms of coverage are acceptable to the Clerk. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance bond(s), and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company.

- Liquidated Damages

Vendor agrees to pay liquidated damages, in a negotiated amount, for each day the vendor is late in delivery of the software according to the contract executed between the Clerk and vendor. Vendor agrees to pay liquidated damages, in a negotiated amount, for delays in meeting implementation project deliverable timelines. Time is of the essence in the delivery of the software and the cost of the software and implementation of the solution.

- Agreement Cancelable

The Clerk is a governmental entity subject to the appropriation process and, although funding is currently budgeted and will be encumbered for purposes of this project, Clerk reserves the right to cancel the agreement in the event fiscal appropriations are withdrawn or unavailable, with vendor paid for services rendered to date of cancellation.

## INDEMNIFICATION

The Clerk of the Court shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the Clerk of the Court is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the Clerk of the Court and pay the cost of the Clerk of the Court's legal defenses, including fees of attorneys as may be selected by the Clerk of the Court, for all claims described in the hold harmless clause herein. Such payment on behalf of the Clerk of the Court shall be in addition to any and all other legal remedies available to the Clerk of the Court and shall not be considered to be the Clerk of the Court's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

## INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Clerk of the Court, until final acceptance by the Clerk of the Court of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to



procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the Clerk of the Court demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the Clerk of the Court as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the Clerk of the Court.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

**SECTION 3  
REPLY REQUIREMENTS**

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their replies in accordance with the instructions outlined in this section. Each vendor is required to submit the reply in one sealed package. The Cost Reply Pages shall be separately bound and sealed within the outer envelope or wrapper and marked as the Cost Reply.

Replies shall be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables must be numbered and clearly labeled. The reply must be organized into the following major sections:

| Reply Section | Title                                     |
|---------------|---|
|               | Title Page                                |
| 1             | Letter of Transmittal                     |
| 2             | Table of Contents                         |
| 3             | Executive Summary                         |
| 4             | Scope of Work/Services                    |
| 5             | Company Background                        |
| 6             | Ideal Computing Environment               |
| 7             | Third-Party Products/Services             |
| 8             | Licenses                                  |
| 9             | Maintenance Program                       |
| 10            | Client References                         |
| 11            | Qualifications of Staff and Key Personnel |
| 12            | List of Providers                         |
| 13            | Implementation Methodology                |
| 14            | Clerk Project Team Resource Requirements  |
| 15            | Timeline                                  |
| 16            | Deliverables                              |
| 17            | Project Administration                    |
| 18            | Planning                                  |
| 19            | Analysis and Design                       |
| 20            | System Implementation                     |
| 22            | Data and Document/Image Conversion        |
| 22            | Interface & Data Exchange Implementation  |
| 23            | Testing                                   |
| 24            | Training Approach                         |
| 25            | Knowledge/Skill Transfer Process          |
| 26            | System & Program Documentation            |
| 27            | System Deployment                         |
| 28            | Post-Implementation Support               |
| 29            | Vendor Assumptions and Risk               |

|    |  |
|----|--|
| 30 | Sample Statement of Work                 |
| 31 | Vendor Contract Requirements             |
| 32 | Financial/Business Stability             |
| 33 | Other Terms and Conditions               |
| 34 | Sample Licensing & Maintenance Agreement |
| 35 | User Group & Customer Satisfaction       |
| 36 | Cost Reply                               |
| 37 | Process Models                           |
| 38 | Application Functionality Checklist      |
| 39 | Reply Certification Page                 |

Replies shall contain all of the documents listed above, each fully completed, signed, and notarized as required. Replies submitted which do not comply and/or include the items identified above may be deemed non-responsive and may not be considered for contract negotiation.

### **3.1 Letter of Transmittal**

Responses shall contain a letter of transmittal that must be typed on the vendor's letterhead and include the following:

- The identification of the vendor submitting the reply;
- The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to negotiate and authorized to contractually obligate the vendor;
- The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications;
- A statement that the vendor agrees to and accepts the general requirements and contract terms as described within this RFP;
- An acknowledgement of receipt of all amendments (if any) to this RFP; and
- The letter must be signed by a person who is authorized to obligate the vendor in a contract offer.

### **3.2 Table of Contents**

Provide a table of contents for all portions of the reply and their page numbers.

### **3.3 Executive Summary**

Provide a brief narrative highlighting the vendor's reply. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary must not include cost quotations.

### **3.4 Scope of Work/Services**

Reply Section 5 - Include a general discussion of the vendor's understanding of the overall scope of work proposed, and a summary of the reply features.

### 3.5 Company Background

Vendors must provide the following information about their company so that the Clerk can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The Clerk, at its option, may require a vendor to provide additional support and/or clarify requested information.

The vendor must outline the company's background, including:

- How long the vendor company has been in business;
- A brief description of the company size and organization;
- How many offices the company has and which is the closest to our location;
- The staff size in the local office that would be servicing our account and who is in charge there;
- How long the company has been supplying CMS applications to public sector clients;
- The number of CMS installs or upgrades, version, and size of each (number of users);
- Most recent audited financial statements for the vendor (e.g., annual sales, profitability, etc.);
- Listing of public sector installs/upgrades by name and state. Florida Clerk customers are to be listed first. Include phone numbers of relevant contacts;
- Any material (including letters of support or endorsement) indicative of the vendor's capabilities;
- The status of current and anticipated installations of the CMS by other clients; and
- A list of any and all contracts for the CMS which have been terminated within the past five (5) years.

### 3.6 Ideal Computing Environment

Each vendor must present the following information regarding the ideal computing environment for the CMS software application package. Responses should include best estimates of sizing and potential limitations specific to the Clerk's environment.

- **Hardware Environment.** Describe the ideal hardware environment required to utilize the proposed CMS application. In the event there is more than one suitable hardware platform, list all options *indicating the relative strengths and drawbacks (if any) of each.*
- **Network Environment.** Describe the ideal network environment required to utilize the proposed CMS application. In the event there is more than one suitable network configuration, list all options *indicating the relative strengths and drawbacks (if any) of each.*
- **Data Exchange Environment.** Describe the ideal data exchange environment required to utilize the proposed CMS application. In the event there is more than one suitable data exchange configuration, list all options *indicating the relative strengths and drawbacks (if any) of each.*
- **Operating System.** Identify the ideal operating system required by the CMS application in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options *indicating the relative strengths and drawbacks (if any) of each.*
- **Database System.** Identify the ideal database platform required by the CMS application in the ideal hardware and network environments recommended above. In the event there is more than one suitable database platform, list all options *indicating the relative strengths and drawbacks (if any) of each.*
- **Application Development Environment.** Identify the ideal application development environment for the Clerk to develop local extensions to the CMS application in the

environments recommended above that will be compatible with future CMS product releases by vendor . In the event there is more than one application development environment, list all options *indicating the relative strengths and drawbacks (if any) of each*.

- **End-User Reporting Environment.** Identify the ideal end-user reporting environment supported by the vendor for use with the CMS. In the event there is more than one suitable end-user reporting environment supported by the vendor, list all options *indicating the relative strengths and drawbacks (if any) of each*.
- **Data Warehouse Environment.** Identify the ideal data warehouse system supported by the CMS application in the ideal environments recommended above. In the event there is more than one suitable data warehouse system, list all options *indicating the relative strengths and drawbacks (if any) of each*.

### **3.7 Third-Party Products/Services**

The vendor shall explicitly state the name of any third-party products or services, along with a description, that are part of the proposed solution to the Clerk's list of requirements. For each third-party product or service, there must be a statement about whether the vendor's license and support contract will encompass the third-party product or service and/or whether the Clerk will have to contract on its own for the license and support of the product or service.

- Include a description of any products, features, or other value-added components available for use with the proposed CMS application that has not been specifically requested in this RFP. Consideration of these products, features, or other value added components will be given where these may be of value to the Clerk.
- For each item in this section, describe how the vendor will support future versions of each, at what cost and how the vendor intends to incorporate replacement products and/or services.

### **3.8 Licenses**

Specify the type and recommended number of licenses required for purchase in order to fulfill the scope requirements defined in Section 1.5.

### **3.9 Maintenance Program**

Specify the nature of a ten (10) year post-implementation maintenance, support, and enhancement program provided by the vendor.

Vendors must submit written project descriptions detailing the vendor's past maintenance experience, schedules and accomplishments similar to the scope requirements defined in Section 1.5 for a period of the immediate 36 months and plans for the upcoming 36 months.

### **3.10 Client References**

Provide up to five (5) references for sites similar to the Clerk where the vendor's proposed CMS application has been successfully implemented.

Vendors must submit written project descriptions detailing the vendor's past professional experience and accomplishments, plus current work-in-progress, similar to the scope requirements defined in

herein. In addition, vendors shall supply a copy of each reference's contract agreement. The Clerk will not call vendors to tell them that their references will be called because vendors should assume all references provided will be contacted. Provide references using the format within Appendix B of this RFP.

### **3.11 Qualifications of Staff and Key Personnel**

The proposer should demonstrate that it employs a competent team of people that are readily available to work on this project. These requirements will be included in the agreement.

- Describe your firm's depth of qualified staff and commitment of resources. Include a statement regarding staff availability and how soon after the completion of contract negotiations can the proposer's team be on-site to begin the implementation process.
- Describe the extent to which and the conditions under which you would contract with a third party to acquire specific resources.
- List the names of individuals who will be assigned to this contract.
- For the named individuals, include their resumes containing professional qualifications and certifications, and expand on their experience in the area they will be servicing.
- For the named individuals, state the number of CMS installations completed and provide the following on their last five (5) projects: organization name, contact name, contact phone number, contact email address, and consultant role description.

It is the Clerk's expectation that the key personnel included with this reply will be the actual individuals assigned to the project, should the reply be accepted and contract finalized by the Clerk. Additionally, it is required that personnel assigned to this contract will remain with the project through implementation. Should an extreme circumstance require substitution of a key team member, the Clerk reserves the right to approve or disapprove any requested change in personnel. This is to assure that "key" personnel and persons with vital experience and skills are not arbitrarily removed from the project by the proposer. In the event that a replacement of a proposed team member is necessary, the proposer shall replace that person with another person with similar experience, qualification, and skill sets. Resumes of replacement personnel are to be submitted to the Clerk's IT Project Manager for review and approval prior to performing work under this RFP. This provision will be part of the agreement.

At any time during the project, the Clerk has the authority to dismiss a proposer or subcontractor resource due to non-performance or poor performance. Written notice from the Clerk Project Manager will be given to the proposer to notify proposer of the resource's termination date and reasons for termination.

The Clerk may terminate the Contract based on the loss of what the Clerk considers "key" personnel. The Clerk requires the proposer to staff the project with seasoned professionals. The Clerk expects that staff in the senior-level positions would have seven (7) or more years of experience managing and supporting projects of this size and scope and five (5) or more years of direct CMS implementation experience. Florida Clerk/County government experience is required. Staff working in analytical or implementation roles must have at least two (2) years of related experience. Proposer is expected to work primarily on-site in Titusville, Florida. The contract will reflect this agreement.

In the RFP reply, use a table to list all key personnel readily available to work on this project. At minimum, identify their names, legal relationship with prime or subcontractor, role/position on the project, the anticipated duration of the person's participation on the project, and percentage of time the person will be on-site in Titusville, Florida.

### **3.12 List of Providers**

Subcontractors may be used to perform work under this contract if the proposal outlines the scope of subcontracted services and identifies the subcontractors and such is memorialized in the final contract. Proposers are responsible for all work of subcontractors and must indemnify and hold harmless Clerk from any claims, causes of action, damages, losses or demands of any subcontractors. Unless identified in the proposal, subcontractors are not anticipated and may be used ONLY with written Clerk approval. The substitution of one subcontractor for another may be made only at the discretion of the Clerk, and with prior written approval from the Clerk Project Manager. Proposers shall be responsible for subcontractors meeting all terms and conditions of the specifications.

Include a list in the RFP reply for the proposer and all subcontractors which shall include, but not be limited to, systems integrators, training providers, and maintenance providers. Add additional lines as necessary.

If subcontractors are provided below, state specific instances where both prime and subcontractor parties have worked together on past CMS implementation/upgrade projects.

### **3.13 Implementation Methodology**

Give a summary of the methodologies used by your firm to achieve successful CMS implementation, conversion, and process redesign in environments similar to that of the Brevard County environment, and how they will be applied to this project.

Describe the services and resources that your firm would provide in the implementation of CMS applications described herein. This description should include your perceived role in the project administration, oversight, planning, technical services, functional expertise, and product experience. In particular, describe the approach that will be used to resolve the following conditions and ensure timely project completion:

- Implementation delays/disruptions/barriers
- Change requests or customizations
- Project issues
- Site a specific instance where a CMS implementation project was NOT on time/on budget. Describe what happened, what your firm did to identify the problems, and what was done to resolve them.

### **3.14 Clerk Project Team Resource Requirements**

List the number of Clerk personnel deemed necessary for successful implementation. Identify the function/role of each person and the amount of time required to be devoted to the implementation.

Include the role of each person, necessary skills, a brief description of tasks to be completed, the duration of that role on the project, and percentage of time required while on the project.

In addition, provide a list of requirements to be assigned to Clerk to ensure a successful system implementation.

### **3.15 Timeline**

Provide a high-level project plan detailing project phases, the sequence of major tasks, duration of each task, deliverables produced, key milestones, and Clerk/County/ Key Stakeholder/ Existing or proposed 3rd Party vendor and selected vendor resource requirements.

The timeline should include but not be limited to: Planning (including business process reengineering planning), Analysis, Design, System Implementation, Data and Document Conversion, Interface Implementation, Testing, Knowledge/Skills Transfer, Training, System and Program Documentation, and Post Implementation Support.

### **3.16 Deliverables**

Following best practices, the Clerk's office has provided a list of proposed project deliverables in Appendix D.

- Carefully review Appendix D and include the entire list as part of proposer's reply. Provide ONE of the following for each deliverable listed:
  - If proposer can and will supply the deliverable to the Clerk during the project, state "YES" in the third column titled "Proposer Agrees to Deliver."
  - If proposer does not intend to supply the deliverable to the Clerk during the project, state "NO" in the third column titled "Proposer Agrees to Deliver" and provide justification as to why the deliverable will not be supplied.
- Identify any additional deliverables and other project components that proposer will supply to the Clerk over the course of the project. Add the additional deliverables to the end of the Clerk's Appendix D list.
- Provide a sample of each deliverable referenced above that proposer will supply to the Clerk during the project.

### **3.17 Project Administration**

The Clerk's Project Manager is responsible for the day-to-day management of the project for the Clerk's office throughout the duration of the implementation. The proposer's implementation team will staff the lead project Manager for the project and shall have the responsibility of delivering the successful, on-time, on-budget completion of the project.

The proposer shall provide an on-site Project Administrator to act as a liaison between the proposer's implementation team and Project Manager and the Clerk's Project Manager and implementation team. Describe the nature and extent of project administration services proposed. Services shall include management of proposer's personnel, attendance at project team and Steering Committee meetings,



preparation of project status reports and meeting minutes, and serving as the main contact for communication, problem solving, trouble shooting, and issue management.

### **3.18 Planning**

Proposer shall work with the Clerk's Project Manager to plan and execute all implementation phases. Include proposals on the following:

- Implementation/deployment plan that includes implementation strategy and timing;
- Business process re-engineering plan;
- Change management plan;
- Communications plan; and
- Issue reporting, tracking, escalation, and resolution procedure.

### **3.19 Analysis and Design**

During this project phase, proposer shall include analysis of business rules, workflow, user interfaces, data integration and exchange and reports. Proposer shall describe the method of gathering and documenting detailed requirements and translating the detailed business requirements to the design of software configuration. Include the following:

- Describe the approach for fit/gap analysis;
- Propose methodology for collecting and analyzing data and translating data into system configuration;
- Describe the team structure and responsibilities; and
- Describe review and sign-off process for system configuration.

### **3.20 System Implementation**

Proposer shall be responsible for all aspects of the CMS system implementation including supporting software, hardware platform configuration, interfaces and reports, and testing.

Provide an overview of implementation phases and areas of responsibilities from Clerk and vendor resources. Document any system implementation-related assumptions within Section 3.30.

### **3.21 Data and Document Conversion**

The Implementation vendor shall be responsible for converting the legacy data in the existing system to the new system and create/develop such conversion processes, software programming, and/or reports as required to fully convert existing data to the new system to ensure delivery of a fully functioning system.

Proposer shall be responsible for timely planning, implementation, testing, and completion of the conversion of all existing data/documents to the new CMS. Provide a Data Conversion Plan that includes database conversion for the Clerk's existing databases and other existing ancillary systems.

Conversions will occur during the appropriate implementation phase. The selected Proposer shall be responsible for the quality of the data conversion, documentation on converted systems, and timeliness of conversion. The Data Conversion Plan shall include:

- Methodology and approach for converting data from Clerk and other sources including:
  - How required data will be identified, acquired, and cleansed
  - What type of data to convert and how much history will be converted
  - How conversation data will be validated and the process followed to obtain user acceptance
  - How errors will be detected and corrected
  - Fallback strategies in case of data conversion failures
  - How all data conversion activities will be monitored
  - Issues of timing in extracting active production data for testing, training, and startup of new system;
- Strategy for providing historical reporting;
- Conversion mapping and testing methodology and procedures;
- Documentation of field-level conversion mappings;
- Anticipated level of Clerk and County involvement in this process;
- Clerk and County responsibilities regarding data clean-up before, during, and after conversion;
- Conversion plan for existing data/documents; and
- Document any data and document conversion-related assumptions within Section 3.30.

### **3.22 Interface & Data Exchange Implementation**

The implementation vendor will be responsible for development of interfaces to existing systems and data exchanges for key Justice Partners. Refer to the interface diagrams in Section 1.8 and detail your plan on the development of interfaces between the CMS and Clerk systems.

- Who are the key team members the proposer intends to be responsible for these functions? What experience do they have in developing CMS interfaces?
- Discuss the overall implementation methodology and approach to be taken including any integration tools or utilities the proposer will bring to and/or use on the project.
- Describe previous experience and successful methods/tools utilized to interface with the systems.
- Provide an Interfaces Plan and include resource requirements from Clerk and vendors, specific interface responsibilities and the sequence in which they should be developed, and time estimates for completion for each interface.
- Outline any risks the Interfaces Plan poses and what mitigation strategies you have found to be effective.
- Document any interface-related assumptions.

### **3.23 Testing**

Include a Test Plan including, but not limited to, unit, system, integration, volume/stress, security, parallel, and user acceptance.

- Describe the proposed approach taken with each stage of test, the processes involved, testing tools utilized, acceptance criteria, sign-off procedures, and resources (Clerk, Justice Partners, 3rd Parties, and vendor) required.
- Provide sample test scripts for each of the above-mentioned types of tests that note each specific test action, the expected results of running the data, and the actual test results to be compared with the expected results.
- Document any testing-related assumptions within Section 3.28.

### **3.24 Training Approach**

Detail your recommended training approach for functional and technical project team members and end users.

- Describe your training methodology;
- Describe initial and on-going recommended training efforts;
- Provide a training approach with training tools most suitable for Clerk end users;
- Include a hard-copy sample of training material;
- Discuss ability to customize material to meet Clerk training needs;
- List and provide samples of all job aids and manuals you can provide; and
- Document any training-related assumptions.

### **3.25 Knowledge/Skill Transfer Process**

Describe your methods for ensuring a complete “technology and knowledge transfer” such that the Clerk will be fully capable of managing the system while it is being implemented and beyond. Provide examples of this type of work at comparable client sites.

### **3.26 System and Program Documentation**

The implemented CMS documentation shall encompass a complete technical description of the system components and programs. It shall be developed over the course of the systems analysis, design, conversion, and implementation stages.

- Provide a System and Program Documentation Plan that details the methodology used to produce system and program documentation. Include sample deliverables from previous projects.
- Propose an approach to provide the following documentation elements:
  - Description of CMS including recommended input, output, and storage methods
  - System configuration
  - Functional, system, and database design and data dictionary
  - Technical architecture including network, servers, operating systems, and database platforms
  - Configuration decisions
  - Customizations (if any)
  - Conversion field-level data mapping

### **3.27 Deployment**

Proposer shall be responsible for deployment of the CMS solution. Include a Deployment Plan that describes the methodology for deploying the CMS solution. At minimum, the Deployment Plan shall include the following topics:

- Site preparation – survey current site environment, gap analysis, and determination of deployment needs.
- Roll-out strategy – plan for parallel, phasing, roll-out plans, cut-over approach(es), and interface phase-in/phase-out.
- Migration – plan for each phase with activities, resources, roles, and responsibilities during the migration; acceptance criteria; formal governance of go/no-go decision.
- Help desk ramp up – processes and responsibilities in accordance with post-implementation support requirements.
- Maintenance and Operations ramp up – processes and responsibilities with criteria to move operations out of CMS project and back to day-to-day responsibilities.
- Organizational transition – approach to invoke applicable components of Change Management Plan.

### **3.28 Post-Implementation Support**

Provide a post-implementation Support Plan including resource requirements, responsibilities, deliverables, and proposed duration. Reply will include:

- Recommended Clerk technical and support resource personnel required to effectively operate, support, maintain and upgrade vendor’s proposed CMS solution;
- Recommended hardware and software costs, initial and maintenance, (exclusive of hardware and software licensed through vendor) recommended by vendor to effectively operate proposed CMS in Clerk’s production environment.

### **3.29 Vendor Assumptions and Risks**

Provide a list of assumptions, organized by RFP section number, that proposer has made during development of the RFP reply.

In addition, if proposer sees any areas of concern to the successful completion of the project, provide a list of risks organized by RFP section number. Successful completion of the project is defined as having the project objectives met on time and within budget. For each risk defined, include mitigation strategies you have found to be effective and describe what contingency plans you recommend to address these areas.

### **3.30 Sample Statement of Work**

Proposer shall provide a sample Statement of Work that the Clerk can expect to receive if proposer is selected.

### **3.31 Vendor Contract Requirements**

If the vendor wishes to include any language, requirements, or other obligations or provisions in a final contract other than discussed in this reply, they should be included in this section.

### **3.32 Financial/Business Stability**

Reply will include current fiscal year balance sheet and income statement prepared in accordance with generally accepted accounting principles. If the statements are not certified by an independent CPA, there should be a notarized statement certifying the accuracy of the financial information and signed by an officer of the company eligible to bind the company in all legal contracts.

### **3.33 Other Terms and Conditions**

Vendors are required to submit information in this section regarding the following:

- Indicate the complete name of firm or person(s) submitting reply, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes), and e-mail addresses.
- Provide any additional information that you feel would materially distinguish your firm in its service to the Clerk.
- The Clerk may make such investigations it deems necessary to determine the ability of the vendor to perform the work proposed. The vendor shall furnish the Clerk, within five (5) days of request, all such information and data for this purpose as may be required. The Clerk reserves the right to reject any reply if the evidence submitted or investigation of the vendor fails to satisfy the Clerk that the vendor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional replies will not be accepted.
- Based on costs of services the vendor provides, the Clerk will prioritize and include or eliminate items according to budgetary constraints.

### **3.34 Sample Licensing and Maintenance Agreement**

To establish a complete and competitive reply, vendors must include a sample copy of a licensing and maintenance agreement with the understanding that the Clerk will utilize Clerk agreements with appropriate standard provisions, including embedded licenses with 3rd party vendors required for execution of the proposed CMS system.

### **3.35 User Group and Customer Satisfaction**

Vendors will submit three past user group meeting agendas and ratings and three past or current customer satisfaction surveys.

### **3.36 Cost Reply**

Vendors shall submit an estimate of licensing and maintenance costs, as well as an estimate for conducting fit/gap analysis workshops. All costs, including license cost and due date, as well as maintenance costs and the effective date of costs of maintenance, are subject to negotiation. The vendor's cost reply must be presented in the format referenced as Appendix E of this RFP. The Cost Reply Pages shall be separately bound, sealed, and marked within the RFP Reply.

### **3.37 Process Models**

Vendors must review and fully understand the Brevard County high-level CMS process models. For each of the below process models contained within the requirement, briefly describe if and how the vendor's system can deliver said functionality:

- Civil
  - Calendaring
  - Case Initiation
  - Cashiering/Accounting
  - Disposition
  - Docketing
  - Post-Disposition
- Criminal
  - Calendaring
  - Case Initiation
  - Cashiering/Accounting
  - Disposition
  - Docketing
  - Post-Disposition
- Accounting
  - Cashier Closeout
  - Returned Checks
  - Distribution
  - Maintenance

### **3.38 Application Functionality Checklist**

Vendors must provide responses to the technical and functional statements and/or questions as outlined in Appendix B.

### **3.39 Reply Certification Information**

Each vendor shall submit the attached Reply Certification Page (Appendix D), signed, with either a corporate seal affixed or notarized.

**APPENDIX A  
SAMPLE DETAILED VENDOR EVALUATION CRITERIA MATRIX**

|   |       |          |          |
|---|-------|----------|----------|
| Date:   |       | Vendor 1 | Vendor 2 |
| <b>EVALUATION CRITERIA</b>                        | Scale |          |          |
| All Requirements Submitted                        | Y/N   |          |          |
| <b>Experience, Qualifications, Expertise (5%)</b> |       |          |          |
| Quality of 2+ references                          | 0-3   |          |          |
| Florida county, government experience & support   | 0-3   |          |          |
| Application exemplifies best business practices   | 0-3   |          |          |
| Qualification of vendor consultants               | 0-3   |          |          |
| SUBTOTAL  |       |          |          |
| <b>Functional Requirements (30%)</b>              |       |          |          |
| Criminal  | 0-10  |          |          |
| Civil   | 0-10  |          |          |
| Family  | 0-10  |          |          |
| Accounting  | 0-10  |          |          |
| SUBTOTAL  |       |          |          |
| <b>Technical Requirements (10%)</b>               |       |          |          |
| System documentation                              | 0-2   |          |          |
| Data exchange/system integration/ad-hoc reporting | 0-8   |          |          |
| Operating system & database environment           | 0-4   |          |          |
| Authentication & application security             | 0-4   |          |          |
| Systems management                                | 0-2   |          |          |
| SUBTOTAL  |       |          |          |
| <b>Reply Score (Without Cost Reply)</b>           |       |          |          |
| Cost Reply (55%)                                  | 0-30  |          |          |
| <b>Total Score (Reply and Cost Reply Score)</b>   |       |          |          |
| Contract Negotiations                             | Y/N   |          |          |

**APPENDIX B  
FUNCTIONALITY CHECKLIST**

The vendor shall submit a checklist similar to that indicated below to help the Clerk in identifying which, if not all, of the current products in use may be replaced by the vendor's solution.

| <b>Functionality</b>                | <b>Supported/Not Supported</b> | <b>Notes</b> |
|-------------------------------------|--------------------------------|--------------|
| Civil Court (Circuit and County)    |                                |              |
| Criminal Court (Circuit and County) |                                |              |
| Traffic (Circuit and County)        |                                |              |
| Citation Entry                      |                                |              |
| In Court Processing                 |                                |              |
| Document Management System          |                                |              |
| Redaction Software                  |                                |              |
| Jury Management                     |                                |              |
| Public Access Webpiece              |                                |              |
| Evidence/File Tracking              |                                |              |



**APPENDIX C  
REFERENCES**

Submit at least two (2) references that most closely reflect similar CMS projects to Clerk’s scope of work. The fully functioning CMS applications must be within the state of Florida. Use the following format in submitting references. In addition, supply a copy of each reference’s contract agreement.

|   |  |
|---|--|
| Name of Florida County                              |  |
| Address   |  |
| Telephone   |  |
| Contact Person (Name and Title)                     |  |
| Service Dates                                       |  |
| Product Version                                     |  |
| Summary of Project                                  |  |
| Operating Budget                                    |  |
| Application Licensing Cost                          |  |
| Application Maintenance Cost for a Five-Year Period |  |
| Implementation Cost                                 |  |
| Total Project Cost                                  |  |
| Project Manager                                     |  |
| List of All Vendor Modules Implemented to Date      |  |

**APPENDIX D  
PROPOSED PROJECT DELIVERABLES**

| Stage/Deliverable         | Description  | Proposer Agrees to Deliver? |
|---------------------------|--|-----------------------------|
| <b>PLANNING STAGE</b>     |  |                             |
| Statement of Work (“SOW”) | An agreement between the Clerk and the Vendor that outlines in detail the work to be completed by the project team. This document typically is completed as a “statement of understanding” of what needs to be completed.    |                             |
| Scope Statement           | Statement that clearly defines what is in scope as well as what is out of scope; includes modules to be implemented, features and functions to be implemented, etc. This may be included in the SOW.                         |                             |
| Staff Management          | Human resources requirements for each of the project phases and segments. Percentage of time each resource must be available is also indicated. This may be included in the SOW.   |                             |
| Change Control            | Procedures which outline how any of the formally agreed-upon documents may be modified and the terms and conditions relating to the changes. Procedures include work scope changes, staffing changes, timeline changes, etc. |                             |
| Risk Management Plan      | Document which outlines the risks to the project and the mitigation strategies.  |                             |
| Issue Management Plan     | Procedures to identify, record, and track issues that arise during a project. An issue log is maintained and every issue is assigned an owner.   |                             |
| Communication Plan        | Defines how, what, and when to communicate information about the project to the Clerk, the project team, and other interested parties.   |                             |

|  |  |  |
|--|--|--|
| Quality Assurance Plan                   | Outlines and defines the quality parameters for the project and the process to monitor, measure, and track quality throughout the life cycle of the project.   |  |
| Project Plan                             | Outlines and defines the quality parameters for the project and the process to monitor, measure, and track quality throughout the life cycle of the project.   |  |
| Technology Assessment                    | Evaluation of Client readiness to install and support the CMS architecture. Includes organizational assessment, IT assessment with regard to staffing, skill sets, and knowledge to support architecture, hardware and software platform and release level assessment, and training requirements. Includes an action plan. |  |
| Hardware/Software Requirements           | Defines the hardware and software needed, as well as the release levels of the software that are needed for the CMS architecture. Can be part of the Technology Assessment.  |  |
| Organizational Assessment                | Part of the Technology Assessment that assesses Client readiness to install and support the CMS Internet Architecture. Can be part of the Technology Assessment.   |  |
| Training Needs Assessment                | Assessment of technical skills and knowledge needed to install and support the technology needed for the CMS architecture. Can be part of the Technology Assessment.   |  |
| Implementation Strategies and Techniques | Defines alternative ways and strategies for implementation of the project. Could include different phases as well as dependencies on other projects  |  |

|                                 |   |  |
|---------------------------------|---|--|
|                                 | underway within the Client organization.  |  |
| Work Plan and Schedule          | Derived from the Project Plan; a more detailed account of the tasks which need to be completed, who must do them, and when, for each step of the project plan.  |  |
| <b>EXECUTION STAGE</b>          |   |  |
| Fit/Gap Analysis Summary        | A high level document identifying the major gaps between the required Client functionality and the CMS's delivered capabilities.  |  |
| Detailed Fit/Gap Differences    | Detailed description of the differences between current system used by Client and the same functionality as delivered in the CMS.   |  |
| Fit/Gap Resolutions             | Definition of each of the gaps and the alternatives in closing the gap. May include a recommendation to re-engineer Client business process, or may suggest an enhancement or a customization to the CMS. |  |
| Refined Implementation Strategy | Revision of the original implementation strategy upon completion of the Fit/Gap Analysis.   |  |
| Conversion Strategy             | Conversion plan (conversion approach and responsible parties).  |  |
| Testing Strategy                | Outlines types and amounts of testing of the CMS delivered functionality and any customizations. Includes validation strategy for data conversion.  |  |
| End User Training Strategy      | How, when and who will be trained within the Clerk's organization.  |  |
| Interface Matrix                | Detailed listing of interfaces and reports to/from the CMS, what they do, when they run, how they run, and who must run them.   |  |

|                                     |  |  |
|-------------------------------------|--|--|
| Detailed Project Plan               | Updated project plan with phases, activities, and steps to be performed during the project.  |  |
| Technical "How-To"                  | A "cheat sheet" of changes to online objects, reports, and queries that must be made to allow these objects to operate in the CMS. A suggestion on how to make the change and possibly what code to use is included. |  |
| Security Strategy                   | Outlines the CMS security requirements. Contains roles and permission lists, query security, end users, and security strategies to be implemented. LDAP and Single-Sign-On are included in this strategy.            |  |
| Functional Specifications           | Detailed specifications for satisfying a business requirement within a specific Clerk functional area.   |  |
| Technical Specifications            | Detailed specifications for satisfying a business requirement within a specific Client functional area.  |  |
| Unit Test Scripts                   | Step-by-step testing scenarios and scripts to test individual online and batch re-customization or new functionality within the CMS.   |  |
| System Test Scripts                 | Step-by -step testing scenarios to test complete business processes and business areas within the CMS.   |  |
| Testing Readiness Status            | Status of the different types of testing being performed with the CMS.   |  |
| Integration and Parallel Test Plans | Testing strategies for integration testing and/or parallel testing.  |  |
| Integration Test Scripts            | Step-by-step testing scenarios to test process between complete business processes and business areas within the CMS.  |  |
| Production Readiness Review         | Formal review process involving all who participated on the project to determine the state of readiness to move forward with the system go-live.   |  |

|                           |  |  |
|---------------------------|--|--|
| Production Cutover Plans  | When, what, and who will perform certain activities during the time in which the Client organization transitions from the current system to the new CMS.                                     |  |
| Production Support Plan   | What, how, and who will be needed to be support the CMS when in production.  |  |
| Go-Live Contingency Plan  | In the unlikely event the cutover is not completed during the allotted time during go-live, this defines how and when the Client business is able to operate on the prior production system. |  |
| Project Acceptance Review | Formal review process with stakeholder, functional users, technical staff, and others to accept the newly upgraded CMS.  |  |

**APPENDIX E  
COST REPLY**

Cost will be evaluated on a ten-year total cost basis, with a CMS Software License fee (perpetual license) for unlimited concurrent users. As noted in Section 1.4, the Clerk will give preference to replies which include a multi-year licensing payment arrangement (i.e. more than three years) to maximize sunset of necessary parallel systems pending a go-live scenario with a selected vendor and maximization of cash flow.

| Description                      | Cost | Explanation/Notes (if needed) |
|----------------------------------|------|-------------------------------|
| Software Licensing Year 1        |      |                               |
| Software Licensing Year 2        |      |                               |
| Software Licensing Year 3 (etc.) |      |                               |
| Total Licensing Over X Years     | \$   |                               |

Recurring Maintenance Fees

| Description                     | Cost | Explanation/notes (if needed) |
|---------------------------------|------|-------------------------------|
| Maintenance Year 1*             |      |                               |
| Maintenance Year 2              |      |                               |
| Maintenance Year 3              |      |                               |
| Maintenance Year 4              |      |                               |
| Maintenance Year 5              |      |                               |
| Maintenance Year 6              |      |                               |
| Maintenance Year 7              |      |                               |
| Maintenance Year 8              |      |                               |
| Maintenance Year 9              |      |                               |
| Maintenance Year 10             |      |                               |
| Total Ten-Year Maintenance Fees | \$   |                               |

\*Identify when year one maintenance begins (i.e. upon go-live; 30 days post go-live, etc.).

Other Costs/Services

| Description                | Cost | Explanation/Notes (if needed) |
|----------------------------|------|-------------------------------|
| Other Costs/Services 1     |      |                               |
| Other Costs/Services 2     |      |                               |
| Other Costs/Services 3     |      |                               |
| Total Other Costs/Services | \$   |                               |

Summary of Cost(s)

| Description                     | Cost | Explanation/Notes (if needed) |
|---------------------------------|------|-------------------------------|
| One-Time Software Licensing Fee |      |                               |
| Ten-Year Maintenance Fees       |      |                               |
| Other Costs/Services            |      |                               |
| Total Ten-Year Cost             | \$   |                               |

**APPENDIX F  
REPLY CERTIFICATION**

The following certifies that this Request for Quote (RFP) is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP reply for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

The vendor certifies, by his or her signature below, that this reply is current, accurate, complete, and is presented to the Clerk for the performance of this contract in accordance with all the requirements stated in the RFP.

\_\_\_\_\_  
Signature of Signer

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  personally known  produced \_\_\_\_\_ as identification, and who did take an oath.

(SEAL)

\_\_\_\_\_  
Printed Name of Notary/Deputy Clerk

\_\_\_\_\_  
Notary Expiration



**APPENDIX G  
RIGHT TO PROTEST**

Right to protest. A prospective qualified vendor or actual replier who is aggrieved in connection with the RFP may protest to the Brevard County Clerk of the Circuit Court's Legal Department. The right to protest is limited in accordance to the policies set forth below.

Protest of RFP

A protest regarding the RFP must be based on facts demonstrating that:

The RFP is unfairly restrictive;

The RFP contains conflicting or ambiguous provisions; or

The RFP would result in a contract that is commercially impossible to perform.

Protest of Process or Procedure

A protest regarding the process or procedure used to select the vendors for negotiation must be based on facts demonstrating:

There was an identified patent substantial irregularity in the process or procedure as outlined in the RFP that has not been waived by the Clerk;

The selection was not in accordance to Florida law.

Notice. Any protest regarding alleged improprieties or irregularities contained in the RFP must be filed prior to the date for selection of vendors for negotiation or it will be waived. A protest of the selection of vendors for negotiation shall be submitted within five (5) days (including holidays and weekends) after posting of the selection of vendors for negotiation. A protest of the intent to execute final negotiated contract must be made within 5 days after posting of final selection on Clerk's website.

Form of Protest. The protest must be in writing, signed by the vendor, and must identify the vendor and the solicitation and shall include a factual statement of the basis of the protest sufficient to clearly identify the issues in dispute and the facts substantiating the claim. Such protest is considered filed when it is received by the Clerk Legal Department. Failure to file a protest within the stated timeframe shall constitute a waiver of the protest. The address of the Clerk's Legal Department is Legal Department, 400 South Street, 2nd Floor East, Titusville, Florida 32780. At the time of filing the formal written protest, the protester shall post with the Clerk a bond, payable to the Brevard County Clerk of the Circuit Court, in an amount equal to one percent (1%) of the estimated total volume of the contract, or \$5,000, whichever is less. Failure to file the proper bond at the required time of filing the formal protest will result in a denial of the protest. Said bond shall secure the payment of any losses, claims, injury or damages incurred by the Clerk as a result of the protest, including costs of delay, reasonable attorney fees and costs.

Authority to resolve. Protests filed in accordance above will be resolved under the following provisions.

The Clerk's Staff Counsel shall have the authority to review and resolve the protest informally with the consensus of a Bid Protest Committee established by the Clerk. After reviewing the facts surrounding the issues raised in the protest letter, the Clerk's Staff Counsel and the Bid Protest Committee may make the determination to:

Uphold the protest based on a patent substantial irregularity or procedural flaw in the process which is so severe as to render the process invalid. In this instance, the Clerk will have absolute and sole discretion to determine what corrective action to take which may include: withdrawal and cancellation of the RFP; reissuance of the RFP or a revised RFP; reconvening the Evaluation Committee to reevaluate and re-rank the replies; reconvening the committee to select alternate vendors for negotiation; or the Clerk may take any other action to correct the irregularity as the Clerk's office in its sole opinion and discretion determines is appropriate to remedy the procedural irregularity or flaw.

Deny the protest. If the protest is denied, the Clerk's Staff Counsel shall issue a written statement of determination. No further appeals are permitted.

The Clerk's Staff Counsel shall promptly issue a written statement of the determination, providing the reason for that determination, and providing copies to the protestor and to any other interested party.

Stay of procurement during protests. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the Clerk's Staff Counsel shall suspend all activities regarding the RFP unless the Clerk, with the advice of the Staff Counsel and after consultation with the using department, makes a determination that the negotiation of a contract without delay is necessary to protect substantial interests of the Clerk.

Reservation of powers to settle actions pending before the courts. Nothing in this section is intended to affect the existing powers of the Clerk to settle actions pending before the courts.